

UNITED STATES DISTRICT COURT
DISTRICT OF DELAWARE

In re:

WINSTAR COMMUNICATIONS, INC., et al.,

Debtors.

Civil Action No. 06-147(JJF)

Chapter 7

Bankr. Case No. 01-1430 (KJC)

LUCENT TECHNOLOGIES INC.,

Defendant-Appellant,

v.

Adv. Pro. No. 01-1063 (KJC)

CHRISTINE C. SHUBERT, CHAPTER 7 TRUSTEE,

Plaintiff-Appellee.

TRUSTEE CHRISTINE C. SHUBERT'S APPENDIX - VOLUME 5 OF 5

On the Brief:

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DEFENDANT'S TRIAL EXHIBITS



LUCIENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

SHIP TO

WINSTAR NETWORK EXPANSION LLC
PROJECT WNE000004892 / D4131M
SPARES AND EXCHANGE
ATTN: REGINA BERGER
60 HUDSON STREET
NEW YORK NY 10013-3316
SUITE 1204
NY 10013-3316

BILL TO

WINSTAR WIRELESS
ATTN: JULIAN HADDAD
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

INVOICE

CUST SVC TEAM CODE: SE

INVOICE NUMBER 10103521
INVOICE DATE 08/26/00
ACCOUNT NUMBER 100109838
PAGE NUMBER 1
PAYMENT DUE 07/26/00

CUSTOMER P.O. #		LUC REFERENCE #		CUSTOMER CODE		TERMS		CONTRACT #		FOB	
WNE0000048				NY702 (Y7)		NET 30 DAYS					
ITEM NO	LUCENT ORDER	SHIP DATE	SHIP METH	BILL OF LADING #	PART NUMBER/DESCRIPTION	QUANTITY ORDERED	QUANTITY SHIPPED	UNIT PRICE	PM	TOTAL PRICE	
1	D4131NH	04/12/00			108381220 PK CXT ACN 48B CD1=Y:SV=PK SHIP=000413;DJID=000413 AUTH=SES B000001		1	\$3,169.00	I	\$3,169.00	
2	D4131NH	08/20/00			108447870 SESTP EMER DELIVERY SVC CHG FOR LINE ITEM NUMBER 1 PK CXT ACN 48B CD2=Y:SV=NH SHIP=000821;DJID=000822		1	\$70.00	I	\$70.00	

CONTINUED ON NEXT PAGE

RETURN THIS PORTION WITH PAYMENT

REMIT TO		WINSTAR WIRELESS		VA 20171	
LUCENT TECHNOLOGIES, INC.		ATTN: JULIAN HADDAD			
P.O. BOX 100317		2545 HORSE PEN ROAD			
ATLANTA, GA 30384-0317		C-1483 1ST FLOOR			
ATTN: ACCOUNTS RECEIVABLE		HERNDON			
ACCOUNT NUMBER	INVOICE #	CURRENT BALANCE	TOTAL DUE THIS BILL		
100109838	10103521	N/A	\$	3,239.00	
AMOUNT PAST DUE	AMOUNT THIS BILL	DISCOUNT AMOUNT	AMOUNT ENCLOSED		
N/A	\$ 3,239.00	N/A			
		10103521	000000000323900		

SUB TOTAL	\$ 3,239.00
LESS ADVANCE PAYMENT	
TRANSPORTATION	\$.00
TAX	\$.00
TOTAL DUE	\$ 3,239.00

QUESTIONS ABOUT YOUR ACCOUNT?
CALL
DIANE SHULTZ
(404) 673-8273

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR INTEREST
AT A REASONABLE RATE OR IS SUBJECT TO
LATE PAYMENT CHARGES PER AGREEMENT
REMARKS
THANK YOU FOR LETTING US SERVE YOU
AS WE STRIVE FOR BILLING ACCURACY!
YOUR TIMELY PAYMENT IS APPRECIATED.

DUPLICATE

CONFIDENTIAL
WCV A0000496

B1709

CUST SVC TEAM CODE: SE

INVOICE

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

SHIP TO
WINSTAR NETWORK EXPANSION LLC
PROJECT WNE000004892 / D4131NH
SPARES AND EXCHANGE

ATTN: REGINA BERGER
80 HUDSON STREET
NEW YORK

SUITE 1204
NY 10013-3315

BILL TO
WINSTAR WIRELESS
ATTN: JULIAN HADDAD
2645 HORSE PEN ROAD
C-1483 1ST FLOOR

HERNDON

VA 20171

INVOICE NUMBER 10103521

INVOICE DATE 08/28/00

ACCOUNT NUMBER 100108636

PAGE NUMBER 2

PAYMENT DUE 07/28/00

CUSTOMER P.O. #		LUC REFERENCE #		CUSTOMER CODE		TERMS		CONTRACT #		FOB	
WNE00000048				NMV702 (Y7)		NET 30 DAYS					
ITEM NO	LUCENT ORDER	SHIP DATE	SHIP METH	BILL OF LADING #	PART NUMBER/DESCRIPTION	QUANTITY ORDERED	QUANTITY SHIPPED	UNIT PRICE	PM	TOTAL PRICE	
					AUTH=SES B000001 ***** LAST PAGE *****						

CONFIDENTIAL
WCV A0000497

QUESTIONS ABOUT YOUR ACCOUNT?
CALL
DIANE SHULTZ
(404) 573-5273

REMARKS
THANK YOU FOR LETTING US SERVE YOU
AS WE STRIVE FOR BILLING ACCURACY!
YOUR TIMELY PAYMENT IS APPRECIATED.

MAKE CHECK PAYABLE TO
LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

SUB TOTAL		\$	3,239.00
LESS ADVANCE PAYMENT			
TRANSPORTATION		\$	.00
TAX		\$	.00
TOTAL DUE		\$	3,239.00

INVOICES ARE PAYABLE
IN U.S. CURRENCY AND
OVERDUE AMOUNT SHALL
BEAR INTEREST AT A
REASONABLE RATE OR IS
SUBJECT TO LATE CHARGES
PER AGREEMENT

DUPLICATE

B1710

CUST SVC TEAM CODE SE

INVOICE

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE



Lucent Technologies
Bell Labs Technologies

SHIP TO WINSTAR TELECOMMUNICATIONS A4875NH
ATTN: BILL MC MAHON
7788 LEEBURG PIKE SUITE 401 SOUTH
TYSONS CORNER VA 22043

BILL TO WINSTAR
ATTN: ACCOUNTS PAYABLE
LINDA WALTON
1577 SPRINGFIELD ROAD

VIENNA VA 22182

INVOICE NUMBER 10104127
INVOICE DATE 07/25/00
ACCOUNT NUMBER 100108638
PAGE NUMBER 1
PAYMENT DUE 08/24/00

CUSTOMER P.O. #		LUC REFERENCE #		CUSTOMER CODE		TERMS		CONTRACT #		FOB	
100270				MM701 (V7)		NET 30 DAYS					
ITEM NO	LUCENT ORDER	SHIP DATE	SHIP METH	BILL OF LADING #	PART NUMBER/DESCRIPTION	QUANTITY ORDERED	QUANTITY SHIPPED	UNIT PRICE	PM	TOTAL PRICE	
2	A4875NH	07/18/00			900789889 SES5 NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 1 PK CXT UN 582 CDI=Y,SV=NN SHIP=000720;DJD=000721 AUTH=SES 8000390		1	\$35 00	1	\$35 00	
3	A4875NH	07/18/00			108688503 PRODUCT EXCHANGE CHARGE FOR LINE ITEM NUMBER 1 PK CXT UN 582		1	\$300 00	1	\$300.00	
CONTINUED ON NEXT PAGE											

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RETURN THIS PORTION WITH PAYMENT

REMIT TO				WINSTAR ATTN: ACCOUNTS PAYABLE LINDA WALTON 1577 SPRINGFIELD ROAD VIENNA VA 22182			
LUCENT TECHNOLOGIES, INC. P O. BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE							
ACCOUNT NUMBER		INVOICE #	CURRENT BALANCE		TOTAL DUE THIS BILL		
100108638		10104127	N/A		\$ 1,955 00		
AMOUNT PAST DUE		AMOUNT THIS BILL		DISCOUNT AMOUNT		AMOUNT ENCLOSED	
N/A		\$ 1,955.00		N/A			
				10104127		000000000195500	

SUB TOTAL \$ 335 00
LESS ADVANCE PAYMENT
TRANSPORTATION \$ 00
TAX \$ 00
TOTAL DUE \$ 1,955 00

QUESTIONS ABOUT YOUR ACCOUNT?
CALL DIANE SHULTZ
(404) 573-5273

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR INTEREST
AT A REASONABLE RATE OR IS SUBJECT TO
LATE PAYMENT CHARGES PER AGREEMENT
REMARKS
THANK YOU FOR LETTING US SERVE YOU
AS WE STRIVE FOR BILLING ACCURACY!
YOUR TIMELY PAYMENT IS APPRECIATED

DUPLICATE

CONFIDENTIAL
WCV A0000505

B1711



LUCENT TECHNOLOGIES, INC
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

SHIP TO WINSTAR TELECOMMUNICATIONS A4875NH
ATTN: BILL MC MAHON
7789 LEEBURG PIKE SUITE 401 SOUTH
TYSONS CORNER VA 22043

INVOICE

CUST SVC TEAM CODE SE

INVOICE NUMBER 10104127
INVOICE DATE 07/25/00
ACCOUNT NUMBER 100109638
PAGE NUMBER 2
PAYMENT DUE 08/24/00

BILL TO WINSTAR
ATTN: ACCOUNTS PAYABLE
LINDA WALTON
1577 SPRINGFIELD ROAD
VIENNA VA 22182

CUSTOMER P.O. #		LUC REFERENCE #		CUSTOMER CODE		TERMS		CONTRACT #		FOB	
100270				MM701 (Y7)		NET 30 DAYS					
ITEM NO	LUCENT ORDER	SHIP DATE	SHIP METH	BILL OF LADING #	PART NUMBER/DESCRIPTION	QUANTITY ORDERED	QUANTITY SHIPPED	UNIT PRICE	PM	TOTAL PRICE	
2	A4875NH	07/18/00			CDI=Y,SV=NN SHIP=000720,QJD=000721 AUTH=SES B000380 800789869 SESS NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 1 PK CKT BKF 1 CDI=Y,SV=NN SHIP=000720,QJD=000721 AUTH=SES B000384	1	1	\$35 00	1	\$35 00	
2	A4875NH	07/18/00			800789869 SESS NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 1 PK CKT BKF 1 CDI=Y,SV=NN SHIP=000720,QJD=000721 AUTH=SES B000385	1	1	\$35 00	1	\$35 00	

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SUB TOTAL	\$ 405 00
LESS ADVANCE PAYMENT	
TRANSPORTATION	\$ 00
TAX	\$ 00
TOTAL DUE	\$ 1,955 00

QUESTIONS ABOUT YOUR ACCOUNT?
CALL DIANE SHULTZ
(404) 573-5273

REMARKS
THANK YOU FOR LETTING US SERVE YOU
AS WE STRIVE FOR BILLING ACCURACY!
YOUR TIMELY PAYMENT IS APPRECIATED.

MAKE CHECK PAYABLE TO
LUCENT TECHNOLOGIES, INC
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICES ARE PAYABLE
IN U.S. CURRENCY AND
OVERDUE AMOUNT SHALL
BEAR INTEREST AT A
REASONABLE RATE OR IS
SUBJECT TO LATE CHARGES
PER AGREEMENT

DUPLICATE

CONFIDENTIAL
WCV A0000506

B1712



Lucient Technologies
Set Line Information

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

SHIP TO
MINSTAR TELECOMMUNICATIONS A4975NH
ATTN: BILL MC MAHON
7788 LEEBURG PIKE SUITE 401 SOUTH
TYSONS CORNER VA 22043

BILL TO
MINSTAR
ATTN: ACCOUNTS PAYABLE
LINDA WALTON
1577 SPRINGFIELD ROAD
VIENNA VA 22182

INVOICE

CUST SVC TEAM CODE SE

INVOICE NUMBER 10104127
INVOICE DATE 07/25/00
ACCOUNT NUMBER 100109836
PAGE NUMBER 3
PAYMENT DUE 08/24/00

CUSTOMER P.O. #		LUC REFERENCE #		CUSTOMER CODE		TERMS		CONTRACT #		FOB	
100270				MM701 (V7)		NET 30 DAYS					
ITEM NO	LUCENT ORDER	SHIP DATE	SHIP METH	BILL OF LADING #	PART NUMBER/DESCRIPTION	QUANTITY ORDERED	QUANTITY SHIPPED	UNIT PRICE	PM	TOTAL PRICE	
3	A4975NH	07/18/00			901053980 PRODUCT EXCHANGE CHARGE FOR LINE ITEM NUMBER 1 PK CXT BKO 1 CDI=Y,SV=NN SHIP=000720,QJD=000721 AUTH=SES B000398		1	\$1,000 00	I	\$1,000 00	
3	A4975NH	07/18/00			90079851 SESS EMER DELIVERY SVC CHG FOR LINE ITEM NUMBER 1 PK CXT BKF 1 CDI=Y:SV=NN SHIP=000720;QJD=000721 AUTH=SES B200808		1	\$70 00	I	\$70 00	
4	A4975NH	07/18/00			901016717 SESS CRIT DELIVERY SVC CHG FOR LINE ITEM NUMBER 2 PK CXT BKF 1 CDI=Y:SV=NN SHIP=000720;QJD=000721		4	\$120 00	I	\$480 00	

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SUB TOTAL	\$	1,955 00
LESS ADVANCE PAYMENT		
TRANSPORTATION	\$	00
TAX	\$	00
TOTAL DUE	\$	1,955 00

MAKE CHECK PAYABLE TO
LUCENT TECHNOLOGIES, INC
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICES ARE PAYABLE
IN U.S. CURRENCY AND
OVERDUE AMOUNT SHALL
BEAR INTEREST AT A
REASONABLE RATE OR IS
SUBJECT TO LATE CHARGES
PER AGREEMENT

QUESTIONS ABOUT YOUR ACCOUNT?
CALL
DIANE SHULTZ
(404) 573-5273

REMARKS
THANK YOU FOR LETTING US SERVE YOU
AS WE STRIVE FOR BILLING ACCURACY!
YOUR TIMELY PAYMENT IS APPRECIATED.

DUPLICATE

CONFIDENTIAL
WCV A0000507

B1713

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

Lucent Technologies
and (also available at)

WINSTAR TELECOMMUNICATIONS A4975NH
ATTN: BILL MC MAHON
7789 LEEBURG PIKE SUITE 401 SOUTH
TYSONS CORNER VA 22043

BILL TO WINSTAR
ATTN: ACCOUNTS PAYABLE
LINDA WALTON
1577 SPRINGFIELD ROAD

VIENNA
VA 22182

INVOICE NUMBER	10104127
INVOICE DATE	07/25/00
ACCOUNT NUMBER	10104127
PAGE NUMBER	4
PAYMENT DUE	08/24/00

CUSTOMER P.O. #	LUC REFERENCE #	CUSTOMER CODE	TERMS	CONTRACT #	FOB
100270		MM701 (Y7)	NET 30 DAYS		

ITEM NO	LUCENT ORDER	SHIP DATE	SHIP METH	BILL OF LADING #	PART NUMBER/DESCRIPTION	QUANTITY ORDERED	QUANTITY SHIPPED	UNIT PRICE	PM	TOTAL PRICE
					AUTH-SES B200808 ***** LAST PAGE *****					
SUB TOTAL										\$ 1,955 00
LESS ADVANCE PAYMENT										
TRANSPORTATION										\$ 00
TAX										\$ 00
TOTAL DUE										\$ 1,955 00

QUESTIONS ABOUT YOUR ACCOUNT?

CALL DIANE SHULTZ
(404) 873-5273

MAKE CHECK PAYABLE TO
LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

REMARKS
THANK YOU FOR LETTING US SERVE YOU
AS WE STRIVE FOR BILLING ACCURACY!

QUESTIONS ABOUT YOUR ACCOUNT?
CALL DIANE SHULTZ
(404) 573-5273

REMARKS
THANK YOU FOR LETTING US SERVE YOU
AS WE STRIVE FOR BILLING ACCURACY!
YOUR TIMELY PAYMENT IS APPRECIATED.

MAKE CHECK PAYABLE TO
LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICES ARE PAYABLE
IN U.S. CURRENCY AND
OVERDUE AMOUNT SHALL
BEAR INTEREST AT A
REASONABLE RATE OR IS
SUBJECT TO LATE CHARGES
PER AGREEMENT

DUPLICATE

CONFIDENTIAL
WCV A0000508

B1714



LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

CUST SVC TEAM CODE: NM

SHIP TO
WINSTAR NETWORK EXPANSION
PROJ E21564TT CPO 0000003730
ATTN JEFF DIX
401 PENCADER DR
NEWARK DE 19702-3339

BILL TO
WINSTAR WIRELESS
ATTN: JULIAN HADDAD
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

INVOICE NUMBER 20106242
INVOICE DATE 08/22/00
ACCOUNT NUMBER 100109638
PAGE NUMBER 1
PAYMENT DUE 07/22/00

CUSTOMER P.O. #		LUC REFERENCE #		CUSTOMER CODE		TERMS		CONTRACT #		FOB	
0000003730				MW702 (Y7)		2% 10-NET 30					
ITEM NO	LUCENT ORDER	SHIP DATE	SHIP METH	BILL OF LADING #	PART NUMBER/DESCRIPTION	QUANTITY ORDERED	QUANTITY SHIPPED	UNIT PRICE	PM	TOTAL PRICE	
1	E21564TT	06/09/00			408272672 UNIT 01-0005-0-100		34	\$11,133.78	I	\$378,548.52	
2	E21564TT	06/09/00			408272722 UNIT 01-0008-0-100		34	\$11,133.78	I	\$378,548.52	
3	E21564TT	06/09/00			408272681 UNIT 02-0100-0-100		142	\$7,412.13	I	\$1,052,522.48	
4	E21564TT	06/09/00			408272765 UNIT 01-0007-0-100		42	\$11,133.78	I	\$487,818.78	
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RETURN THIS PORTION WITH PAYMENT

REMIT TO

LUCENT TECHNOLOGIES, INC.

P.O. BOX 100317

ATLANTA, GA 30384-0317

ATTN: ACCOUNTS RECEIVABLE

WINSTAR WIRELESS

ATTN: JULIAN HADDAD

2545 HORSE PEN ROAD

C-1483 1ST FLOOR

HERNDON

VA 20171

ACCOUNT NUMBER	INVOICE #	CURRENT BALANCE	TOTAL DUE THIS BILL
100109638	20106242	N/A	\$ 2,857,400.88
AMOUNT PAST DUE	AMOUNT THIS BILL	DISCOUNT AMOUNT	AMOUNT ENCLOSED
N/A	\$ 2,857,400.88	N/A	
20106242			000000283740088

SUB TOTAL

\$ 2,277,238.26

LESS ADVANCE PAYMENT

TRANSPORTATION

TAX

TOTAL DUE

\$ 2,857,400.88

QUESTIONS ABOUT YOUR ACCOUNT?
CALL
DIANE SHULTZ
(404) 573-5273

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR INTEREST
AT A REASONABLE RATE OR IS SUBJECT TO
LATE PAYMENT CHARGES PER AGREEMENT
REMARKS
PAYMENTS SHOULD BE MAILED
TO ARRIVE BY THE DUE DATE.

CONFIDENTIAL
WCV A0000514

B1715

DUPLICATE



LUCIENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

CUST SVC TEAM CODE: NM

SHIP TO
WINSTAR NETWORK EXPANSION
PROJ E21864TT CPD 0000003730
ATTN JEFF DIX
401 PENCADER DR
NEWARK DE 19702-3339

BILL TO
WINSTAR WIRELESS
ATTN: JULIAN HADDAD
2545 HORSE PEN ROAD
C-1483 1ST FLOOR

HERNDON VA 20171

INVOICE NUMBER 20105242
INVOICE DATE 08/22/00
ACCOUNT NUMBER 100108838
PAGE NUMBER 2
PAYMENT DUE 07/22/00

CUSTOMER P.O. #		LUC REFERENCE #	CUSTOMER CODE	TERMS	CONTRACT #		FOB			
0000003730			MM702 (Y7)	2% 10-NET 30						
ITEM NO	LUCENT ORDER	SHIP DATE	SHIP METH	BILL OF LADING #	PART NUMBER/DESCRIPTION	QUANTITY ORDERED	QUANTITY SHIPPED	UNIT PRICE	PM	TOTAL PRICE
5	E21864TT	08/09/00			408272787 UNIT 01-0008-0-100		43	\$11,133.78	I	\$478,752.54
8	E21864TT	08/04/00			408278208 ANTENNA AH-0002-0-100 ***** LAST PAGE *****		202	\$502.03	I	\$101,410.08
SUB TOTAL										\$ 2,857,400.88
LESS ADVANCE PAYMENT										
TRANSPORTATION										\$.00
TAX										\$.00
TOTAL DUE										\$ 2,857,400.88

QUESTIONS ABOUT YOUR ACCOUNT?
DIANE SHULTZ
(404) 573-5273

MARKS
PAYMENTS SHOULD BE MAILED
TO ARRIVE BY THE DUE DATE.

MAKE CHECK PAYABLE TO:
LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICES ARE PAYABLE
IN U.S. CURRENCY AND
OVERDUE AMOUNT SHALL
BEAR INTEREST AT A
REASONABLE RATE OR IS
SUBJECT TO LATE CHARGES

QUESTIONS ABOUT YOUR ACCOUNT?
CALL DIANE SHULTZ
(404) 573-5273

REMARKS
PAYMENTS SHOULD BE MAILED
TO ARRIVE BY THE DUE DATE.

MAKE CHECK PAYABLE TO:
LUCIENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICES ARE PAYABLE
IN U.S. CURRENCY AND
OVERDUE AMOUNT SHALL
BEAR INTEREST AT A
REASONABLE RATE OR IS
SUBJECT TO LATE CHARGES
PER AGREEMENT

DUPLICATE

CONFIDENTIAL
WCV A0000515

B1716

CUST SVC TEAM CODE. JM

INVOICE

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

SHIP TO
WINSTAR TELECOMMUNICATIONS
ATTN: SAM OWENS 407-840-0423
PROJECT: FMO94CLA/WNE000001584
201 SOUTH ORANGE
SUITE # 100
ORLANDO FL 32801

BILL TO
WINSTAR WIRELESS
ATTN: JULIAN HADDAD
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

INVOICE NUMBER 30108740
INVOICE DATE 07/19/00
ACCOUNT NUMBER 100108838
PAGE NUMBER 1
PAYMENT DUE 08/18/00

CUSTOMER P.O. #		LUC REFERENCE #		CUSTOMER CODE		TERMS		CONTRACT #		FOB	
WNE000001584				NMY702 (V7)		NET 30 DAYS					
ITEM NO	LUCENT ORDER	SHIP DATE	SHIP METH	BILL OF LADING #	PART NUMBER/DESCRIPTION	QUANTITY ORDERED	QUANTITY SHIPPED	UNIT PRICE	PM	TOTAL PRICE	
1	FMO84CLA	07/07/00			40888370 BOARD 6417-K100-0000		2	\$204.75	1	\$409.50	
1	FMO84CLA	07/07/00			40888370 NORMAL/UNBUNDLED TRANSPORTATION ***** LAST PAGE *****					\$8.19	

----- RETURN THIS PORTION WITH PAYMENT -----

REMIT TO LUCENT TECHNOLOGIES, INC. P.O. BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE				WINSTAR WIRELESS ATTN: JULIAN HADDAD 2545 HORSE PEN ROAD C-1483 1ST FLOOR HERNDON VA 20171			
ACCOUNT NUMBER	INVOICE #	CURRENT BALANCE	TOTAL DUE THIS BILL	ACCOUNT NUMBER	INVOICE #	CURRENT BALANCE	TOTAL DUE THIS BILL
100108838	30108740	N/A	\$ 417.69	100108838	30108740	N/A	\$ 417.69
AMOUNT PAST DUE	AMOUNT THIS BILL	DISCOUNT AMOUNT	AMOUNT ENCLOSED	AMOUNT PAST DUE	AMOUNT THIS BILL	DISCOUNT AMOUNT	AMOUNT ENCLOSED
N/A	\$ 417.69	N/A	N/A	N/A	\$ 417.69	N/A	N/A
30108740				000000000041769			

DUPLICATE

SUB TOTAL	\$ 409.50
LESS ADVANCE PAYMENT	
TRANSPORTATION	\$ 8.19
TAX	\$ 00
TOTAL DUE	\$ 417.69

QUESTIONS ABOUT YOUR ACCOUNT?
CALL
DIANE SHULTZ
(404) 573-5273

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR INTEREST
AT A REASONABLE RATE OR IS SUBJECT TO
LATE PAYMENT CHARGES PER AGREEMENT
REMARKS
THANK YOU FOR USING
LUCENT TECHNOLOGIES

CONFIDENTIAL
WCV A0000528

B1717

CUST SVC TEAM CODE: SE

INVOICE

LUCENT TECHNOLOGIES, INC.
P O BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

SHIP TO
WINSTAR NETWORK EXPANSION LLC
PROJECT: WNE000004892 G8914LH
SPARES AND EXCHANGE
ATTN: CURTIS HARBAUGH
200 S. COLLEGE STREET SUITE 2200
CHARLOTTE NC 28202-2005

BILL TO
WINSTAR WIRELESS
ATTN: JULIAN HADDAD
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

INVOICE NUMBER 30107377
INVOICE DATE 08/08/00
ACCOUNT NUMBER 100109638
PAGE NUMBER 1
PAYMENT DUE 09/08/00

CUSTOMER P.O. #		LUC REFERENCE #		CUSTOMER CODE		TERMS		CONTRACT #		FOB	
WNE4892				MOT702 (V7)		NET 30 DAYS					
ITEM NO	LUCENT ORDER	SHIP DATE	SHIP METH	BILL OF LADING #	PART NUMBER/DESCRIPTION	QUANTITY ORDERED	QUANTITY SHIPPED	UNIT PRICE	PM	TOTAL PRICE	
5	G9814LH	07/25/00			900789888 SESS NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 1 PK CXT KTU 1 SESS NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 2 PK CXT KLU 3 SESS NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 3 PK CXT KLU 1B SESS NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 4 PK CXT KTU 2		4	\$35.00	1	\$140.00	
CONTINUED ON NEXT PAGE											

RETURN THIS PORTION WITH PAYMENT

REMIT TO		WINSTAR WIRELESS		SUB TOTAL	
LUCENT TECHNOLOGIES, INC.		ATTN: JULIAN HADDAD		\$ 140.00	
P O BOX 100317		2545 HORSE PEN ROAD		LESS ADVANCE PAYMENT	
ATLANTA, GA 30384-0317		C-1483 1ST FLOOR		TRANSPORTATION	
ATTN: ACCOUNTS RECEIVABLE		HERNDON VA 20171		\$ 00	
				TAX	
				\$.00	
				TOTAL DUE	
				\$ 140.00	

QUESTIONS ABOUT YOUR ACCOUNT?
CALL DIANE SHULTZ
(404) 573-5273

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR INTEREST
AT A REASONABLE RATE OR IS SUBJECT TO
LATE PAYMENT CHARGES PER AGREEMENT
REMARKS
THANK YOU FOR USING
LUCENT TECHNOLOGIES

LUCENT TECHNOLOGIES, INC.		WINSTAR WIRELESS		TOTAL DUE THIS BILL	
P O BOX 100317		ATTN: JULIAN HADDAD		\$ 140.00	
ATLANTA, GA 30384-0317		2545 HORSE PEN ROAD		AMOUNT ENCLOSED	
ATTN: ACCOUNTS RECEIVABLE		HERNDON VA 20171		N/A	
ACCOUNT NUMBER		INVOICE #		DISCOUNT AMOUNT	
100109638		30107377		N/A	
AMOUNT PAST DUE		AMOUNT THIS BILL		TOTAL DUE THIS BILL	
N/A		\$ 140.00		\$ 140.00	
				AMOUNT ENCLOSED	
				N/A	
				TOTAL DUE THIS BILL	
				\$ 140.00	

000000000014000

DUPLICATE

CONFIDENTIAL
WCV A0000530

B1718

CUST SVC TEAM CODE: SE

INVOICE

LUCENT TECHNOLOGIES, INC
 P.O. BOX 100317
 ATLANTA, GA 30384-0317
 ATTN: ACCOUNTS RECEIVABLE

SHIP TO
 WINSTAR NETWORK EXPANSION LLC
 PROJECT: WNE000004892 08/14/06
 SPARES AND EXCHANGE
 ATTN: CURTIS HURBAUGH
 200 S. COLLEGE STREET SUITE 2200
 CHARLOTTE NC 28202-2005

BILL TO
 WINSTAR WIRELESS
 ATTN: JULIAN HADDAD
 2545 HORSE PEN ROAD
 C-1483 1ST FLOOR
 HERNDON VA 20171

INVOICE NUMBER 30107377
 INVOICE DATE 08/09/00
 ACCOUNT NUMBER 100109838
 PAGE NUMBER 2
 PAYMENT DUE 09/08/00

CUSTOMER P.O. #		LUC REFERENCE #		CUSTOMER CODE		TERMS		CONTRACT #		FOB	
WNE4892				MM702 (Y7)		NET 30 DAYS					
ITEM NO	LUCENT ORDER	SHIP DATE	SHIP METH	BILL OF LADING #	PART NUMBER/DESCRIPTION	QUANTITY ORDERED	QUANTITY SHIPPED	UNIT PRICE	PM	TOTAL PRICE	
					C01=Y;SV=NN SHIP=000728;QJD=000727 AUTH=SES B000001 ***** LAST PAGE *****						

SUB TOTAL	\$	140.00
LESS ADVANCE PAYMENT		
TRANSPORTATION	\$	00
TAX	\$	00
TOTAL DUE	\$	140.00

QUESTIONS ABOUT YOUR ACCOUNT?

CALL
 DIANE SHULTZ
 (404) 573-5273

REMARKS
 THANK YOU FOR USING
 LUCENT TECHNOLOGIES

MAKE CHECK PAYABLE TO
 LUCENT TECHNOLOGIES, INC
 P.O. BOX 100317
 ATLANTA, GA 30384-0317
 ATTN: ACCOUNTS RECEIVABLE

INVOICES ARE PAYABLE
 IN U.S. CURRENCY AND
 OVERDUE AMOUNT SHALL
 BEAR INTEREST AT A
 REASONABLE RATE OR IS
 SUBJECT TO LATE CHARGES
 PER AGREEMENT

DUPLICATE

CONFIDENTIAL
 WCV A0000531

B1719

ATTN: ACCOUNTS RECEIVABLE

SHIP TO
WINSTAR NETWORK EXPANSION LLC
PROJECT: WNE000004692 09918LH
SPARES AND EXCHANGE
ATTN: TOM RIVERS
4200 WEST CYPRESS SUITE 830
TAMPA FL 33607

BILL TO
WINSTAR WIRELESS
ATTN: JULIAN HADDAD
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

INVOICE NUMBER 30105288
INVOICE DATE 06/08/00
ACCOUNT NUMBER 100108638
PAGE NUMBER 1
PAYMENT DUE 07/06/00

ITEM NO	LUCENT ORDER	SHIP DATE	SHIP METH	BILL OF LADING #	PART NUMBER/DESCRIPTION	QUANTITY ORDERED	QUANTITY SHIPPED	UNIT PRICE	PM	TOTAL PRICE
2	69816LH	05/23/00			90079888 SESS NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 1 PK CXT BXD 2 CD1=Y:SY=NN SHIP=000525:DJD=000528 AUTH=SES 8000001 ***** LAST PAGE *****		1	\$35.00	1	\$35.00

RETURN THIS PORTION WITH PAYMENT

REMIT TO LUCENT TECHNOLOGIES, INC. P.O. BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE				WINSTAR WIRELESS ATTN: JULIAN HADDAD 2545 HORSE PEN ROAD C-1483 1ST FLOOR HERNDON VA 20171			
ACCOUNT NUMBER	INVOICE #	CURRENT BALANCE	TOTAL DUE THIS BILL				
100108638	30105288	N/A	\$ 35.00				
AMOUNT PAST DUE	AMOUNT THIS BILL	DISCOUNT AMOUNT	AMOUNT ENCLOSED				
N/A	\$ 35.00	N/A					
30105288			000000000003500				

DUPLICATE

SUB TOTAL	\$ 35.00
LESS ADVANCE PAYMENT	
TRANSPORTATION	\$.00
TAX	\$.00
TOTAL DUE	\$ 35.00

QUESTIONS ABOUT YOUR ACCOUNT?
CALL
DIANE SHULTZ
(404) 573-5273

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR INTEREST
AT A REASONABLE RATE OR IS SUBJECT TO
LATE PAYMENT CHARGES PER AGREEMENT
REMARKS
THANK YOU FOR USING
LUCENT TECHNOLOGIES

CONFIDENTIAL
WCV A0000533

B1720



 technologies
 for innovation

 1701 Harbor Bay Parkway
 ALAMEDA, CA 94502
 TEL: 510.769.6001

InterNetworking Systems

Invoice

REMIT TO:

 PO BOX 200955
 DALLAS TX 75320-0955
 United States

SHIP TO:

 WINSTAR NETWORK EXPANSION, LLC.
 2350 CORPORATE PARK DRIVE
 HERNDON VA 20170
 United States

INVOICE NO.

400016804

INVOICE DATE PAGE

06-JUN-00 1 of 1

PURCHASE ORDER NO.

WNE- 0000006880

SALES ORDER NO.

30122945

 V LEONE
 STAR NETWORK EXPANSION
 5 HORSE PEN RD
 NDON VA 20171
 ted States

COPY

		DUE DATE	FREIGHT TERMS		
		06-JUL-00	PREPAID AND ADD		
DESCRIPTION	QTY ORDERED	QTY INVOICED	UNIT PRICE	EXTENDED PRICE	
IC-50-SOL A 5.0 for Solaris, Primary Server	1	1	6,297.75	6,297.75	
NC-50-DSL-SOL A DSL Service odule for Solaris	1	1	4,497.75	4,497.75	
NC-50-SOL-WS A 5.0 Workstation or Solaris	1	1	8,097.75	8,097.75	
FREIGHT FREIGHT	1	1	14.11	14.11	
UNIT TOTAL		TAX TOTAL		FREIGHT TOTAL	
18,907.36		850.83		19,758.19	

108857

Currency: USD

nt is due 30 days from the invoice date subject to credit approval, or as otherwise specified. Delinquent payments are subject to
 yment charges of the lower of 1.5%/month or portion thereof or the maximum amount allowed by law.

 CONFIDENTIAL
 WCV A0000537

B1721

Lucent Technologies
Bell Labs Innovations



1701 Harbor Bay Parkway
ALAMEDA, CA 94502
TEL: 510.769.6001

InterNetworking Systems

Invoice

REMIT TO:

PO BOX 200955
DALLAS TX 75320-0955
United States

SHIP TO:

RICHARD THOMPSON
WINSTAR
11436 CHAIRMAN DRIVE
DALLAS TX 75243
United States

BILL TO:

JULIAN HADDAD
WINSTAR NETWORK EXPANSION
2545 HORSE PEN RD
HERNDON VA 20171
United States

INVOICE NO.	
400019094	
INVOICE DATE	PAGE
30-JUN-00	1 of 1
PURCHASE ORDER NO.	
WVF1- 0000001238	
SALES ORDER NO.	
30126869	

TERMS		DUE DATE		FREIGHT TERMS	
30 NET		30-JUL-00		PREPAID AND ADD	
LINE NO	ITEM DESCRIPTION	QTY ORDERED	QTY INVOICED	UNIT PRICE	EXTENDED PRICE
1	11592 1PORT OC-12/STM-4 MMF PHY INT MOD	6	6	6,250.00	37,500.00
	40A75007 40A75024		40A75025		
	40A75027 40A75057		40A74967		
2	FREIGHT FREIGHT	1	1	10.50	10.50
					CONFIDENTIAL WCV A0000540
UNIT TOTAL		TAX TOTAL		FREIGHT TOTAL	TOTAL
37,510.50		3,094.62			40,605.12

22-3408857

Currency: USD

Payment is due 30 days from the invoice date subject to credit approval, or as otherwise specified. Delinquent payments are subject to late payment charges of the lower of 1.5%/month or portion thereof or the maximum amount allowed by law.

B1722

Lucent Technologies
Bell Labs Intellectual



1701 Harbor Bay Parkway
ALAMEDA, CA 94502
TEL: 510.769.6001

InterNetworking Systems

Invoice

REMIT TO:

PO BOX 200955
DALLAS TX 75320-0955
United States

BILL TO:

JULIAN HADDAD
WINSTAR NETWORK EXPANSION
2545 HORSE PEN RD
HERNDON VA 20171
United States

SHIP TO:

MARK DRAKE
WINSTAR
8085 FLINT STREET
LENEXA KS 66214
United States

INVOICE NO.	
400019096	
INVOICE DATE	PAGE
30-JUN-00	1 of 1
PURCHASE ORDER NO.	
WVF1- 0000001235	
SALES ORDER NO.	
30126858	

TERMS		DUE DATE		FREIGHT TERMS	
30 NET		30-JUL-00		PREPAID AND ADD	
LINE NO.	ITEM DESCRIPTION	QTY ORDERED	QTY INVOICED	UNIT PRICE	EXTENDED PRICE
1	11592 1PORT OC-12/STM-4 MMF PHY INT MOD 40A75034 40A75030	4	4	6,250.00	25,000.00
			40A74997		
2	FREIGHT FREIGHT	1	1	22.08	22.08
UNIT TOTAL		TAX TOTAL		FREIGHT TOTAL	
25,022.08		1,720.27		TOTAL	
				26,742.35	

22-3408857

Currency: USD

Payment is due 30 days from the invoice date subject to credit approval, or as otherwise specified. Delinquent payments are subject to late payment charges of the lower of 1.5%/month or portion thereof or the maximum amount allowed by law.

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WCV A0000542

B1723



Lucent Technologies
Bell Labs Innovations

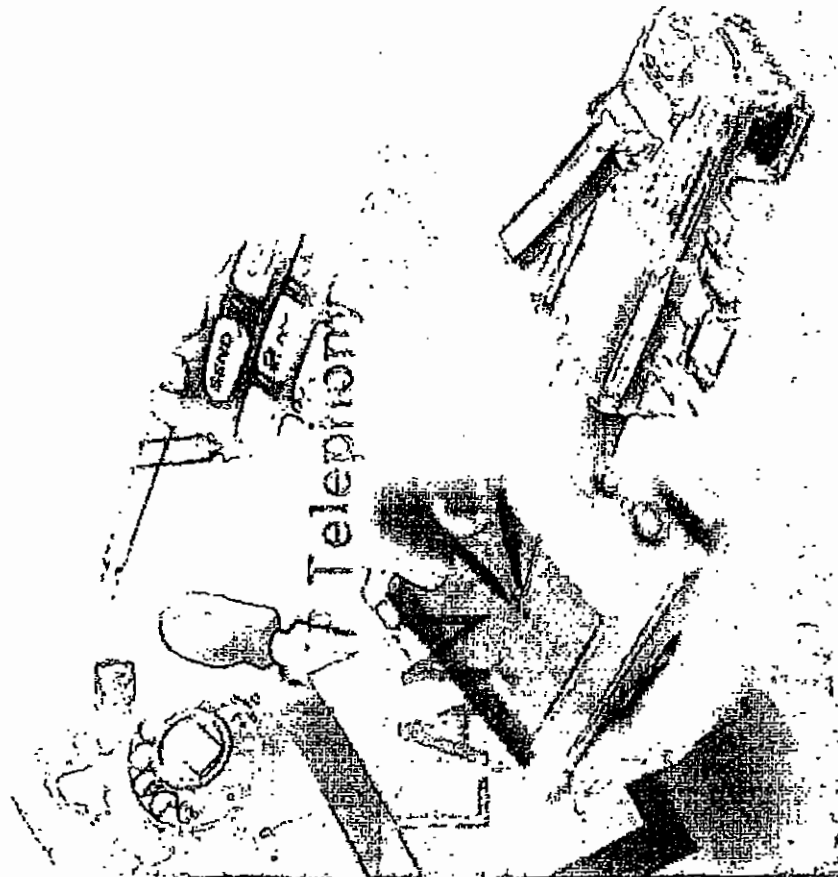
winstarsm
Brave New Business

Relationship Overview

January 9, 2001

Debbie Harris

Lucent Restricted - Version 1



Confidential

LW00228384

B1724



History of the Lucent / Winstar Relationship

Lucent Technologies
Bell Labs Innovations



- 1 1997- Lucent is one of many vendors competing to supply equipment for Winstar's network build-out
- 1 1998- Supply Agreement (10/98) Strategic agreement with Lucent to design, build, and deploy Winstar's global network
- 1 1998- Financing Facility (10/98) \$2B
- 1 1999- Master Services Agreement (8/99) formalizes \$100M commitment to support WS's company growth; Financing terms re-negotiated; International business gains momentum
- 1 2000 - New \$2B financing facility (4/00)

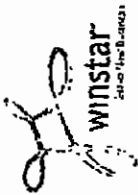


Contracts & Agreements



Lucent Technologies
Bell Labs Innovation

- Supply Agreement, October 1998 - \$2B agreement- Lucent to design build, deploy and finance Winstar Global communications network
- Master Service Agreement, August 1999 - \$100M 5 Year agreement. Lucent will facilitate growth of Winstar customer and revenue base through Internal Consumption, Joint Marketing/Selling to other Lucent customers and VAR/Indirect activities
- Addenda To Supply Agreement:
 - Octel
 - Radios



Addenda



Lumant Technologies
Bell Labs Innovations

- INS Addendum (operational but unsigned)
- Switching Addendum (operational but unsigned)
- ONG Addendum (operational but unsigned)
- Hub/B Build-out Addendum (red line version signed; final version unsigned)
- ONG Build-out Addendum (red line version signed; final version unsigned)
- SS7 Statement of Work (issues resolution underway)
- EIL Statement of Work (under negotiations)



Winstar Purchasing History



Lucant Technologies
Self-Learn Innovations

<u>Year</u>	<u>NAR \$</u>	<u>International \$</u>
1997	\$14M	\$-
1998	\$45M	\$-
1999	\$264M	\$12
2000	\$408M	\$50
2000 (restated)	\$410M	
2001(Quota)	\$550M	\$58

Lucent Content of Winstar Purchases



Lucent Technologies
Bell Labs Innovations

	FY 99	% of Total	FY 00 (WO Software Pool)	% of Total	FY 01 (to date) (Preliminary)
Product	\$237,482,931	77%	\$221,273,780	54.1%	\$8,699,103
ONG	\$66,937,835		\$101,300,000		\$2,902,855
SSG	\$120,495,283		\$76,600,000		0
Octel	\$0		\$10,073,780		0
INS	\$50,049,813		\$33,300,000		\$8,155,821 (2,359,373)
Software	\$16,195,451	5%	\$29,700,000	7.3%	\$812,932
SPG	\$16,195,451		\$29,700,000		\$812,932
Services	\$4,312,762	17.6%	\$95,260,000	23.3%	\$4,011,413
NNS	\$24,279,793		\$34,700,000		\$4,011,413
NPS	\$30,032,969		\$60,560,000		0
OEM	\$1,300,000	0.4%	\$62,700,000	15.3%	\$271,530
Radlos	\$1,300,000		\$62,700,000		\$271,530
Total	\$309,291,144	100%	\$408,933,780	100%	\$13,794,978

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LW00228389

B1729



Lucent Technologies
Bell Labs Innovations

Non-Lucent Content Analysis

Winstar Financed / Non-Lucent Content Sample Audit**

Summary Category	Category	Sum Of Price	% Of Price of Total Lending
OTHER	FINANCE CHARGES	\$2,240,417.00	
OTHER	TEST EQUIPMENT AND TOOLS	\$499,447.39	
OTHER	SAFETY	\$300,000.00	
OTHER	TRAINING	\$11,532.09	
OTHER	BUILDING SPACE - LEASED	\$6,601.65	
OTHER Total		\$3,057,998.13	1.13%
PRODUCTS	OWNED - TECHNOLOGY	\$83,555,270.71	
PRODUCTS	MISC. MATERIAL	\$35,066,908.54	
PRODUCTS	PERSONAL COMPUTERS	\$29,980,663.84	
PRODUCTS	RADIOS	\$9,902,308.79	
PRODUCTS	LEASED - TECHNOLOGY	\$146,278.18	
PRODUCTS	FREIGHT	\$27,420.40	
PRODUCTS Total		\$158,678,850.46	58.85%
SERVICES	CONSTRUCTION	\$32,917,710.06	
SERVICES	INSTALLATION	\$17,114,031.98	
SERVICES	LABOR	\$7,826,907.31	
SERVICES	A&E SERVICES	\$4,054,153.90	
SERVICES	ENGINEERING	\$1,155,579.09	
SERVICES	ACCEPTANCE TESTING - LABOR	\$756,808.56	
SERVICES	MAINTENANCE	\$350,769.02	
SERVICES	ALARM UNIT INSTALL	\$126,268.02	
SERVICES	CONSULTANT	\$9,961.14	
SERVICES Total		\$64,312,189.08	23.85%
SOFTWARE	SOFTWARE	\$43,601,823.51	
SOFTWARE Total		\$43,601,823.51	16.17%

**This is a SAMPLING of the non-Lucent content; this is not a complete audit.

Confidential

LW00228390

B1730

Financing View

Lucent Technologies
Bell Labs Innovations

For the Month ended									
December-00									
Drawdowns	Lucent Invoices	Fees (Non-Cash)	Lucent Content	Non-Lucent Content	Total Drawdown	Cumulative Loan Balance			
NEW FACILITY									
1	June 23, 2000	167,174,407	167,174,407	80,889,699	248,064,106	248,064,106			
2	July 31, 2000	15,412,989	15,412,989	56,956,729	72,369,718	320,433,824			
3	August 31, 2000	18,159,440	18,159,440	55,381,451	73,540,892	393,974,716			
4	September 29, 2000	35,670,396.11	0	35,670,396	103,058,768	497,033,484			
5	October 23, 2000	68,912,173.52	0	68,912,174	192,932,321	589,985,805			
6	November 30, 2000	33,601,970.04		33,601,970	63,604,904	753,570,709			
7	December 29, 2000	2,006,913.97		2,006,914	94,331,896	847,902,605			
Total Drawdowns							847,902,604		
Total Sale/Repayments									
December 8, 2000									(194,000,000)
Total outstanding as of December 31, 2000							653,902,605		

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winstar
Since 1986

Financing View (cont'd)



winstar
Since 1986

For the Month ended December-00									
Drawdowns	Lucant Invoices	Fees (Non-Cash)	Lucant Content	Non-Lucant Content	Total Drawdown	Cumulative Loan Balance			
OLD FACILITY									
1 December 4, 1998	20,030,482	800,000	21,830,482	27,300,000	49,130,482	49,130,482			
2 December 26, 1998	8,481,721		8,481,721	20,000,000	28,481,721	77,612,203			
3 January 26, 1999	19,178,735		19,178,735	30,000,000	49,178,735	126,800,938			
4 February 26, 1999	9,700,019		9,700,019	10,000,000	19,700,019	146,500,957			
5 March 29, 1999	3,784,008		3,784,008	30,000,000	33,784,008	180,284,965			
6 April 30, 1999	57,992,059		57,992,059	25,000,000	82,992,059	263,277,024			
7 May 28, 1999	16,882,638		16,882,638	20,000,000	36,882,638	300,089,662			
8 June 30, 1999	32,040,822		32,040,822	25,000,000	57,040,822	357,101,094			
9 July 31, 1999	57,379,023		57,379,023	35,000,000	92,378,023	449,480,118			
10 August 31, 1999	22,026,719	10,500,000	32,526,719	35,000,000	90,528,719	539,008,837			
11 September 30, 1999	5,137,763		5,137,763	35,000,000	40,137,763	579,146,600			
12 October 29, 1999	27,165,459		27,165,459	35,000,000	62,166,459	641,312,059			
13 December 7, 1999	26,741,881		26,741,881	61,258,039	78,000,000	719,312,059			
14 December 30, 1999	22,986,730		22,986,730	35,000,000	57,986,730	777,003,172			
15 December 30, 1999				12,706,383	12,706,383	789,709,555			
16 December 31, 1999	18,345,861		18,345,861	0.00	18,345,861	808,055,416			
17 January 31, 2000	3,751,721		3,751,721	25,000,000	28,751,721	836,807,137			
18 February 28, 2000	47,407,122		47,407,122	30,000,000	77,407,122	914,214,259			
19 March 31, 2000	58,394,707		58,394,707	70,000,000	128,394,707	1,042,608,966			
20 April 20, 2000		11,055,000	11,055,000	111,000,000	122,055,000	1,174,663,966			
Total Drawdowns									
	456,339,181	22,555,000	488,894,181	591,494,423	1,179,958,603				
December 13, 1999	Sale To BONY					(350,000,000)			
December 13, 1999	Sale To BONY					(200,000,000)			
March 31, 2000	Sale To BONY					(487,003,603)			
May 9, 2000	Final Repayment					(122,055,000)			
Total Sale/Repayments									
						0.00			
Total outstanding under Old Facility									
						0.00			

Financing View (cont'd)

For the Month ended

winstar

For the Month ended December-00										For the Month ended December-00									
Drawdowns		Lucient Invoices		Fees (Non-Cash)		Lucient Content		Non-Lucient Content		Total Drawdown		Cumulative Loan Balance							
OLD FACILITY																			
1	December 4, 1998	20,930,482		600,000		21,530,482		27,500,000		49,030,482		49,030,482							
2	December 29, 1998	8,481,721				8,481,721		20,000,000		28,481,721		77,612,203							
3	January 28, 1999	19,178,735				19,178,735		30,000,000		49,178,735		128,690,938							
4	February 28, 1999	8,700,019				8,700,019		10,000,000		19,700,019		146,390,957							
5	March 28, 1999	3,794,008				3,794,008		90,000,000		33,794,008		180,184,965							
6	April 30, 1999	57,992,689				57,992,689		26,000,000		82,992,689		283,177,634							
7	May 28, 1999	16,882,838				16,882,838		20,000,000		36,882,838		300,080,272							
8	June 30, 1999	32,040,822				32,040,822		26,000,000		57,040,822		357,101,094							
9	July 31, 1999	57,379,023				57,379,023		35,000,000		92,379,023		449,480,118							
10	August 31, 1999	22,026,719		10,500,000		32,526,719		64,000,000		96,526,719		546,006,837							
11	September 30, 1999	6,137,763				6,137,763		35,000,000		40,137,763		586,144,600							
12	October 26, 1999	27,165,459				27,165,459		35,000,000		62,166,458		648,310,059							
13	December 7, 1999	28,741,981				28,741,981		61,258,039		78,000,000		726,310,059							
	December 13, 1999	Sale To BoNY								(350,000,000)		376,310,059							
	December 18, 1999	Sale To BoNY								(250,000,000)		126,310,059							
14	December 30, 1999	22,986,730				22,986,730		35,000,000		57,986,730		184,298,789							
15	December 30, 1999							12,706,383		12,706,383		187,003,172							
16	December 31, 1999	16,346,881				16,346,881		0.00		16,346,881		213,350,053							
17	January 31, 2000	3,751,721				3,751,721		26,000,000		28,751,721		242,101,775							
18	February 28, 2000	47,407,122				47,407,122		30,000,000		77,407,122		319,508,897							
19	March 31, 2000	68,394,707				68,394,707		70,000,000		138,394,707		457,903,604							
	March 31, 2000	Sale To BoNY								(457,903,603)		0							
20	April 20, 2000			11,055,000		11,055,000		111,000,000		122,055,000		122,055,000							
	May 9, 2000	Final Repayment								(122,055,000)		0							
NEW FACILITY																			
21	June 23, 2000	167,174,407				167,174,407		80,889,689		248,064,106		248,064,106							
22	July 31, 2000	15,412,889				15,412,889		56,956,729		72,369,718		320,433,824							
23	August 31, 2000	18,159,440				18,159,440		55,381,451		73,540,892		393,874,716							
24	September 29, 2000	36,670,396.11		0		36,670,396		67,388,372		103,058,768		487,033,484							
25	October 23, 2000	68,912,173.62		0		68,912,174		124,020,147		192,932,321		689,965,805							
26	November 29, 2000	33,601,970.04				33,601,970		30,002,934		63,604,904		753,570,709							
	December 8, 2000	Repayment								(194,000,000)		559,570,709							
27	December 28, 2000	2,006,913.97				2,006,914		92,324,382		94,331,898		653,902,606							
Total Drawdowns		807,277,471		22,155,000		829,432,471		1,198,428,737		863,902,606									



Lucent Technologies
Bell Labs Innovations

Financing View (cont'd)

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Lucent Technologies
Best Ideas Innovations

Financing View (cont'd)

For the Month ended

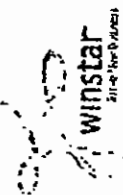
October-00

Drawdowns		Lucent Invoices	Fees (Non-Cash)	Total		Non-Lucent Content	Total
				Lucent Content	Non-Lucent Content		
1	October 29, 1999	27,165,459		27,165,459	35,000,000		62,165,459
2	December 7, 1999	26,741,961		26,741,961	51,258,039		78,000,000
3	December 30, 1999	22,986,730		22,986,730	47,706,383		70,693,113
4	December 31, 1999	16,346,881		16,346,881	0.00		16,346,881
5	January 31, 2000	3,751,721		3,751,721	25,000,000		28,751,721
6	February 28, 2000	47,407,122		47,407,122	30,000,000		77,407,122
7	March 31, 2000	68,394,707		68,394,707	70,000,000		138,394,707
8	April 20, 2000	0.00	11,055,000	11,055,000	111,000,000		122,055,000
9	June 23, 2000	167,174,407		167,174,407	80,889,699		248,064,106
10	July 31, 2000	15,412,989		15,412,989	56,956,729		72,369,718
11	August 31, 2000	18,159,440		18,159,440	55,381,451		73,540,892
12	September 29, 2000	35,670,396.11	0	35,670,396	67,388,372		103,058,768
Total Borrowing In Year 2		449,211,815	11,055,000	460,266,815	630,580,673		1,090,847,488
Actual Ratio				42%	58%		
Required Ratio				70%	30%		

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Financing View (cont'd)

Lucant Technologies
Bell Labs Innovations



For the Month ended									
December-00									
Drawdowns	Lucant Invoices	Fees (Non-Cash)	Capitalized Interest	Lucant Content	Non-Lucant Content	Total			
1 October 23, 2000	63,912,173.52	0	0	63,912,174	124,020,147.35	192,932,321			
2 November 29, 2000	33,601,970.04			33,601,970	30,002,934.38	63,604,904			
3 December 29, 2000	2,006,913.97			2,006,914	30,000,062.04	32,006,966			
4 December 29, 2000					62,324,930.00	62,324,930			
Total Borrowing In Year3	104,521,058	-	-	104,521,058	246,348,064	350,869,121			
	33,601,970.04								
Actual Ratio				30%	70%				
Required Ratio				70%	30%				



WinStar
Live the Game!

Profitability Analysis

WinStar
Live the Game!

WinStar	Actual RP for FY2000	Scenario 1	Scenario 2	As a % of Revenue	As a % of Revenue
		Stretch View	Realistic Plan		
Revenue	410,000,000	410,000,000	410,000,000		
SGP	203,227,000	306,227,000	235,000,000		
SGP %	49.6%	74.7%	57.3%		
AIR	174,800,000	131,100,000	131,100,000	32.0%	32.0%
Notes Rec	497,000,000	198,800,000	248,500,000	48.5%	60.6%
Net Assets	993,885,449	651,985,449	701,685,449	159.0%	171.1%
Capital Char	119,288,254	78,238,254	84,202,254	19.1%	20.5%
Own Expense	23,109,000	12,300,000	12,300,000	3.0%	3.0%
NOPAT	(35,052,619)	78,768,381	7,529,381	19.2%	1.8%
Realized Prc	(154,318,873)	518,127	(76,672,873)	0.1%	-18.7%
Notes:					
Actual RP for FY 2000					
1) Realized Profit is determined as NOPAT minus the Capital Charge. (Capital Charge is 12% of Net Assets.)					
2) WinStar is driven to negative Realized Profit because of AIR & NIR and its effect on Net Assets.					
3) Net Assets are charged @ 12% pushing the Capital Charge to \$119M (29% of Revenue) in the case of WinStar.					
4) The revenue for this analysis reflects a reduction of \$125M to reflect the 4Q software deal.					
Scenario 1 - (Stretch View) If AIR is reduced by 25%, NIR is reduced by 60%, SGP Increased to 75%, and Own Expense is 3% of Revenue, WinStar is marginally able to achieve a positive RP.					
Scenario 2 - (Realistic view to get on track) If AIR is reduced by 25%, NIR is reduced by 50% (vs 60%), SGP is increased to 57% (vs 76%), and Own Expense is 3% of Revenue, WinStar still has a negative RP, however it has been halved and can possibly achieve profitability with a sound 3-5 year plan.					



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NAR Installed Base and Opportunity

NAR Installed Base

- Winstar has an installed base of 50 5ESS Switches with Octel Voice Messaging
- Nationwide ATM network composed of Lucent CBX500/GX550 core switches
- Lucent DWDM (400G) Core Long Haul Optical Network
- Initial Build of Metro Network using Lucent SONET and DWDM terminals
- Suite of Lucent OSS/BSS software

NAR 2001 Opportunity

- Completion of Long Haul ONG routes
- Metro Network -Chromatis
- Converged Access Solution
- Data Center Deployment - Professional Services, Softswitch
- IP Core and Metro Deployment



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International Installed Base and Opportunity

Current Footprint

- Winstar has Lucent ATM network in Netherlands, Belgium, Germany, UK and Argentina, Hong Kong in progress
- Data Services, ISP, Web Hosting and Co-location entry strategy for international
- Circuit Switched voice not in plans

2001 Opportunities

- Long Haul and Metro Optical roll-outs
- Enhanced IP Services -VoIP
- ATM Core Networks
- Converged Access

Cap Ex Analysis

Winstar Global 2000 Budget Analysis

Categories	Budget (\$)
Central Offices	
Construction and Environmental	20,000,000
New and Growth- Switching	76,600,000
Central Office Totals	96,600,000
Service Nodes	
ATM Equipment	28,000,000
Routers	10,000,000
DACS	25,000,000
Service Data Node Totals	63,000,000
Hubs Sites	
New Site Builds and Install	70,000,000
Equipment - PSAX	5,000,000
Hubs Site Totals	75,000,000
B/C Sites	
New Site Builds and Install (includes network elements & cabinet logistics)	110,000,000
Maintenance, Spares	5,000,000
Hi Speed Internet Access Routers	6,000,000
Other (Augments-Existing Sites)	8,000,000
B/C Site Totals	129,000,000
Optical Networking (mostly NA)	
New Long Haul & Metro	101,000,000
Wms, MFN, other IRU's	170,000,000
Optical Networking Totals	271,000,000
Professional Services and Labor	
Systems Labor	100,000,000
Capital (WNS) Labor	100,000,000
Operations, Installation	11,300,000
Lucent Services (CS Items)	28,000,000
Systems Totals	239,300,000
Data Centers	
Core Infrastructure (Servers & Storage, etc.)	50,000,000.00
Customer Web Hosting Equipment (Routers, Firewalls, etc.)	
Construction & other Services	
Data Center Totals	50,000,000
Radios	
Miscellaneous Totals	80,000,000
2000 Budget Total	80,000,000
	1,003,900,000



Winstar
Sh. & T. & J. & C.

Winstar
Sh. & T. & J. & C.

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Negotiating Points

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What Lucent Wants:

Financing

- Reduce Lucent commitments to expected Lucent purchases
- Finance 70% Lucent content (to be defined as equipment manufacture or formally OEM by Lucent and/or services performed by Lucent) / 30% Non-Lucent content, with each draw in compliance with this ratio

What Winstar Would Want:

- Finance with minimum Lucent content requirement
- Possible plan to borrow \$1B by April 2001
- No payback schedule
- Eliminate refinance trigger



Negotiating Points (cont'd)

Lucent Technologies
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What Lucent Wants

What Winstar Would Want

Financing (cont'd)

- Rather than waiting 4/4/01, the existing provisions of the Refinance Notice become effective immediately and then become standard provisions for our Credit agreement on an ongoing basis AND/OR Winstar agrees that no additional draws will be made under the Lucent facility effective immediately. Specific provisions include:
 - Lucent is free to assign Loans without consent, without regard to the number of lenders, the status of the lenders, and with full voting rights for the lenders.
 - The interest rate margin on Loans increases by 2%.
 - Winstar is limited in its borrowing for non-Lucent content.



Negotiating Points (cont'd)



Lucent Technologies
Bell Labs Innovations

What Lucent Wants Financing (cont'd)

What Winstar Would Want

- Reduction of outstanding Lucent Loans by Winstar beginning immediately by a net amount of not less than \$100M/quarter until all outstanding Lucent Loans have been repaid.
- "Nice to Have's":
 - Finance 100% Lucent content only
 - Share in same structure, provisions, pricing, etc. as Bank Group
 - Eliminate Fee Refund provisions
 - Revisit mandatory prepayment provisions of our Agreement, ie, \$350M equity threshold.



Negotiating Points (cont'd)

Lucent Technologies
Cell Lab Innovations



What Lucent Wants

Supply Agreement

- Incorporate a dollar amount in the Supply Agreement to coincide with Financing Agreement
- \$3M payment for non-compliance on 70-30% content requirement
- Strictly enforce content requirement
- Eliminate "Best of Breed"/compromise move to "Best of Solution"
- Change title, risk of loss and acceptance terms
- Establish time limits to ability to dispute charges
- Comply with the contractual commitment for "C5 Services" over five years.

What Winstar Would Want

- Continue with "Best of Breed"
- Minimal requirement on content



Negotiating Points (cont'd)



Lucent Technologies
S401 LANT INNOVATIONS

What Lucent Wants

Outsourcing Services Agreement

- Winstar to pay cost of finance over and above turnkey price
- Enhanced security package (ie, collateral and/or guarantees)

What Winstar Would Want

- Go forward with Services Agreement
- Continue to finance irrespective of "phase"
- Lucent as a systems integrator



Negotiating Points (cont'd)



What Lucent Wants

What Winstar Would Want

Solutions

- Change in Hub and B pricing
- Win (rewind) metro optical business
- Adherence to volume commitments
- Continue to get all long haul optical business (need to verify volume)
- Enhanced Lucent awards outside the US
- Do we want to ask to redefine 4Q00F deal?
- Eliminate product problems, i.e., 400G experience
- Take back optical equipment currently in warehouse
- Changes in product portfolio to meet their needs (agree on reusability)
- More Lucent OEM relationships

Open Issues List



Winstar
Lucent Technologies
Call Lucent Technologies

Winstar Request	Lucent Suggested Response
1. Reconciliation of B & Hub pricing based on new pricing levels (\$20K/B; \$400K/Hub); apply new pricing going forward.	This pricing is not profitable for Lucent. New pricing being proposed by Lucent.
2. Include all costs in B, Hub pricing (radios, A&E, construction management and other overhead services)	Radios and overhead services are not included in B, Hub pricing; services are based on headcount requirements over a period of time
3. Vocall: Winstar has requested \$1.4M of their liability be waived.	Winstar owes Lucent \$3.2M from the Vocall deal (\$1.8M equipment; \$1.4M termination charges.)
4. 100 Building Project: Winstar purchased \$3.7M of equipment for this project (4Q99/1Q00) but subsequently cancelled. Winstar requested a credit and Lucent CT agreed due to the fact Winstar had awarded us a \$133M PO for the buildout of their network. Winstar then cancelled this PO and Lucent CT denied the credit.	Lucent has held we will not issue the \$3.7M credit
5. Dispute of \$2,353,068 (portion previously paid) in invoices for SS7 project because the entire project is in dispute.	Lucent has a fixed fee contract for the SS7 project and we are owed this money for the work we've performed. Meetings are scheduled to try and resolve the disputes.
6. Lucent to pay extra \$900K to upgrade Winstar's SS7 network management platform.	Lucent believes we are not obligated to pay this; it was not included in the Scope of Work.
7. Lucent to pay \$700K to migrate SS7 traffic from Illuminet to Winstar's SS7 network.	Scope of Work was changed mid-project to shift this responsibility to Winstar. This was not properly documented. Due to the ambiguity, Lucent may be willing to perform this service for no extra charge in return for dropping all other disputes/penalties regarding this project.



Negotiation Strategy

Lucent Technologies
Bell Labs Innovations

Scenario 1

Motivation: Conserve Cash, Reduce Expenses on Financing

- Play hardball on changing financing terms (but until April not sure what the incentive would be for Winstar to make changes)
- Drive them to seek financing arrangements with other vendors (ie. Nortel)
- Significantly reduce revenue opportunity
- Slowly dissolve strategic partnership

Scenario 2

Motivation: Top line growth with improved profitability

- Support Winstar's aggressive business plan (higher Caps budget) and require revenue of \$750M

• Change to "Best of Solution" concept

• Attain 70% of Lucent content - strategic requirements

• Results: - all optronics

- higher % access opportunity at adjusted price levels

- move forward with outsourcing agreement

- Continue with C5 Services

- Adjustment on some contractual terms

Scenario 3

Motivation: Balance the roles of Vendor and Banker from incompatible goals to a mid-point

- Reduce reliance on financing from Lucent but without driving Winstar to other vendors
 - affiliate program
 - special purpose trust
 - slow down network expansion and focus
- Formalize a plan with Winstar over a four quarter period
 1. Spending level per quarter (70% Lucent)
 2. Draw down requirements per quarter
 3. Payback plan per quarter



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Hub's & B's Pricing



Winstar
Solutions

Objective: Provide a robust technical solution to Winstar which utilizes their Converged Access needs and is profitable to Winstar and Lucent to develop. Assumes Winstar Build Plan, documented in Due Diligence (see Scaled Down Model and Robust Model for years 2001, 2002, and 2003) and anticipated significant Lucent breakthrough initiatives to reduce cost.		Hub and B Pricing			New B's		
		2001	2002	2003	2001	2002	2003
Volumes	Lucent Only						
Scaled Down Model		37	0	0			
Robust Model (no financing issues)		37	9	72	2003	200	150
assumes 1/2 share with AN					2403	3250	3761
Current Pricing Yr 2000		\$750K					
(Cost Based Negotiations)					\$48.5K		
Reduced Pricing (Sept 00 EQQ		\$400K			\$20K		
plus \$25M Subsidy (yr 2001)							
Lucent Margin		<115%>			<115%>		
Realized Pricing (1001)		\$725K	\$725K	TBD	\$30.3K	\$40K*	TBD
plus \$25M Subsidy (yr 2001)							
Lucent Margin		30%			30%		
(Margin equals Gross Margin, reflects impact of Cost of Financing (10%) on Revenue line)							
Is not Turkey: Does not include Radios, AUE, Overhead, PM, etc.							
3 major Cost Reduction Activities for 2001 - 03							
Downsize current architecture with MRF / smaller cabinets (planned for June 01)							
Potential Roof Top B-Site Cabinet Architecture							
New Entry/ Small Architecture For Direct Customers (AD Connect to Indoor Radio Unit							
all of these either eliminate DSLAM, reduce power and cabinet size, and some services requirements							
To be determined - significant change in Services contractor structure and deployment							
* \$40K reflects only the first architecture change/cost reduction; others TBD							

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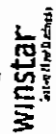
Back-Up



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Metro Optical Build-Out

Lucent Technologies
Bell Labs Innovations



Problem Statement

- Winstar claims to have 20 "constrained" hubs in need of immediate space and power reductions. Lucent has not been provided a list of these hub locations. (ie. Cities) Winstar has stated that they are typically in older cities such as New York, Boston, and Chicago where less space was available for hubs and growth has occurred.
- In hubs, which are constrained, Winstar cannot add additional customers.
- Winstar would like to use the Cerent "DACs" solution to relieve these "constrained" hubs in order to avoid using racks of M1/3 multiplexers and manual DSX panels to groom traffic from DS3 and DS1 radios prior to interfacing the optical or electrical equipment at DS3 in the Hub. If Cisco gains a footprint in these hubs, they can utilize the Cisco's Optical, DWDM and ATM capabilities for those customer applications. See attached figure of legacy hub configuration. Problem goes away with converged architecture but that does not help existing hubs.
- As of today, Winstar feels Lucent does not have a product that has the full VT grooming functionality to provide the DACS function Winstar has requested for their **New & Existing** Metro builds.



Metro Optical Build-Out

Lucent Technologies
Bell Labs Innovations

Lucent Solution

- The Chromatis Metropolis solution:
 - Winstar believes that in July 2001 Lucent's Chromatis solution will be the best all around product for their metro needs when the VT1 grooming capabilities are available in release 3.
 - A proposed interim solution for constrained hubs would be the Chromatis Release 2 product combined with the AX-11 small DACS product. Although not reducing the footprint as much as the Cisco solution it will provide remote provisioning and management of DS1 cross-connects. There is the disadvantage that Winstar would have to do a transition to the AX-11 and then a second transition to the DS1 cards on the Chromatis when they become available in July. New hubs being put on fiber rings where there is plenty of space available could use the Chromatis solution with the current CAC configuration for DS1 terminations until release 3 is available.
 - Winstar has a Chromatis release 2 system in the lab and will be under test this week.
 - The Winstar Customer Team has been assured there are units in the funnel for delivery to Winstar in 1Q01 (Release 2 upgradable to R3 in July).

Winstar is concerned they will be one of the first customers to implement this technology. Winstar would like to avoid this because of all the problems they have as one of the first customers for 400G. Winstar will want guarantees on product and feature (VT1 grooming) availability timeframes

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B1752



Winstar
Priced for Success

Metro Optical Build-Out

Lucent Advantage

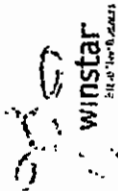
- Chromatis is a true multi-service product with DWDM, ATM, TDM functions in one shelf. In July 2001, Chromatis will meet all of Winstar's requirements.
- Chromatis Executives (Bob Barron, Jim Dertzbaugh) are available to help Champion the deployment of the Chromatis deployment.

Key Features	Cisco 454		Chromatis	
	Now	Future	Now	Future
ATM	Add on Lightstream 1010	Integrated Promised 6/01	Yes - fully integrated into shelf	
DWDM	Avanex Passive Add on - 18 lambdas @ 200G spacing - Manual adjustments at every node to add nodes in future		Integrated DWDM with option for Amplification - 8 lambdas now -> 16 rel. 3 - Fully managed solution provides easy node additions	
DS1 + VT grooming (DACS like Function)	Have now - 14 DS1s per card		No- would have to use add-on such as AX-11 shelf - larger footprint and 2 transitions	Planned for Rel 3 in 7/01 - 56 DS1s per card
Field Experience	Thousands in the field over two years - Avanex option relatively new		Rel. 2 in ramp up mode - Don't want to be first	
Size- Shelves/bay	4		1 - 4500 or 2 2500s	
OC-192	No	March?	No	Rel 4 Q01

New Services Addendum -- Executive Summary



Lucent Technologies
Bell Labs Innovations



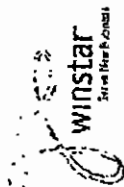
Phase I / Project Assessment

- Lucent will provide program managers to staff the Joint Global Program Management Office and manage the 27 Projects
- Lucent will provide Project Assessment Teams to evaluate each of the 27 Projects and develop outsourcing Proposals. Proposals will be developed in response to more detailed descriptions of Projects and corresponding Descriptions of Deliverables to be provided by Winstar. All Proposals will either be accepted or rejected by Winstar by August 31, 2001
- Lucent employees (program managers and Project Assessment Teams) will be billed at market rates plus the cost of financing

Major Change: Lucent will not be responsible for completion of the Projects, will not subcontract work back to Winstar, and will not accept purchase orders for work to be performed by Winstar

Phase II / Implementing Proposals

- Lucent will implement Proposals that will most likely involve complete outsourcing of Project to Lucent for a fixed price
- Lucent Proposals will specify how Lucent will implement the Projects, for example, Lucent may hire Winstar employees, may utilize Lucent employees or contractors, or may assume Winstar third party contracts. Winstar may either accept or reject Lucent Proposals
- Lucent Proposals will also specify payment and acceptance terms if different than the Supply Agreement



Executive Summary (cont'd)



Lucent Technologies
Bell Labs innovations

General Terms and Conditions

- Lucent may terminate management or implementation of a Project or Deliverable within 6 months of providing notice of intent to terminate. Also may terminate for breach of payment obligations, subject to notice and cure provisions specified in the Supply Agreement
- Lucent relieved of any warranty breach under the Supply Agreement if caused by Winstar employees, contractors or subcontractors
- Winstar to indemnify Lucent for claims (death, injury, property damage, Workmen's Compensation, theft, entitlement to employee benefits) by Winstar employees, contractors, and subcontractors
- Unless Lucent otherwise specifies in its Proposals, Lucent will not warrant that the Network implemented as a result of these Proposals will interoperate
- Note: Winstar has indicated reluctance to add new indemnities or alter warranties set forth in the Supply Agreement



EOQ Deals

LUCENT/WINSTAR END OF QUARTER DEALS
FISCAL YEAR 2000Lucent Technologies
Bell Labs innovation

Quarter	Winstar PO's*	Lucent Billed Rev	Winstar Sales to Lucent	Equipment Stored in Warehouse	Lucent Revenue Credits to Winstar
Q1	\$96,791,572	\$113,902,391	\$10M (Radios)		
Q2	\$327,834,358 (includes \$133M PO for 5,200 Max 20's which were never ordered; 200 PSAX 2300's which were all shipped; only \$19M of this PO actually billed)	\$114,977,092	\$10M (Radios) \$25M (Lit Fiber IRU's)	PSAX 2300: 190 systems (\$11.9M) staged in Lucent's Columbia, MD warehouse; CopperCom: 30 systems (\$4.9M) staged in Lucent's Columbia, MD warehouse	(\$3M) (\$3M)
Q3	\$112,728,000	\$130,050,799	\$10M (Radios)	CBX 500 : 23 Systems (\$7.5M) in Winstar DE warehouse; GX550: 10 systems (\$3.5M) in Winstar DE warehouse;	(\$1.4M) (\$2.9M)
				Cumulative: ONG equipment: \$58M in Lucent's Morrow, GA warehouse (will be depleted by Feb/March 2001) SESS: 1 Model 2A (\$1.3M) stored in Lucent warehouse for approx. one year	
TOTAL	\$537,353,930	\$358,930,282	\$55,000,000	\$87,100,000	\$22,900,000

* These were not the only PO's received from Winstar during these quarters. This list includes the PO's that were involved in the EOQ deals.

EOQ Deals



Lucent Technologies
Bell Labs Innovations

Q4 Billed Revenue

\$158M (Included \$135M Software pool)

Deferred Billing

Pricing Commitments

B/Hub Site: Effective October 1, 2000 for all new B's, Hubs: \$20K per B site pricing (previous price was \$57K); \$400K per Hub pricing (previous price was \$713K). Winstar committed to deploy Lucent's converged access solution in at least 3,000 B's. Winstar committed to provide Lucent these 3,000 B's in 2001 or at least half of the total build program of 2001 if building issues prevent Winstar from providing Lucent with 3,000 B's. If the latter is the case, the remaining B's will be built in 2002.

Optical Networking: Winstar agreed to exclusive build of long haul and metro networks in the domestic U.S. with Lucent's solution. Lucent agreed to meet Sycamore pricing for the same product with like features, capacity and network design.

Winstar Contractors

Lucent agreed to pick up Winstar's contractors retroactive to October 1, 2000 subject to contract negotiations to be completed by the end of October, 2000.

Enterprise Integration Laboratory

Lucent committed to provide up to \$45M worth of equipment and services for the development of an Enterprise Integration Laboratory as needed for a term of 18 months commencing November 15, 2000. The lab will demonstrate flow through provisioning and fool proof record keeping across network technologies.

Credits

\$35M (to be applied in fiscal Q12001)

Restructuring of the End Of Quarter Deal (9/2000)

- \$135M Software Pool
- \$10M Credit issued 9/2000
- \$35M Credit to be issued 4Q2000 (Calendar)
- \$45M Lab commitment to be implemented within 18 months
- \$20M of actual software from list provided. Any software purchased by Winstar that is not on this list will be purchased seperately
- \$25M to subsidize Hub and B pricing for 3,000 Bs at \$20K per B and \$400K per Hub
- Software Pool Payment terms outlined as \$33.75M on each of the following dates: 1/15/2001, 3/30/2001, 6/29/2001, 8/29/2001.

- Original \$135M Software Pool Eliminated
- \$10M Credit issued 9/00 stands, but "payback" element agreement signed
- \$35M Credit issued 4Q00 stands, but "payback" element agreement signed
- Winstar issues Lucent a PO for \$45M to build Lab
- Winstar issues Lucent \$20M for listed software
- Winstar issues Lucent PO for 1,200 Bs at \$40K per B, and 20 Hubs at \$450K per Hub. Per original agreement, remaining 1,800 Bs will be priced at \$20K & \$400K.
- * (Prices do not include Radios, and overhead costs such as A&E, Construction Mgt, Engineering services, Integration NOC support, etc. Hub and B pricing is based on the scope outlined in original proposal. Outside the scope elements will be subject to the change management process and agreed upon fence guidelines.)

Pros and Cons of Restructuring of 135M Software Deal with Winstar

• Pros

- Negotiating position to change certain elements.
- Easier treatment of individual elements from a Lucent accounting standpoint.
- Clearer understanding from all affected parties on what the agreement is for.
- Lucent Hub and B deployment team see more direct impact of services rendered, and value delivered. No confusion on budget.
- Winstar gains advantage with payment terms (I.e. they would change from present terms, to whatever new agreement would be).

• Cons

- Lucent is "guaranteed" Winstar revenue (or cash) stream on original dates specified in the agreement.
- Lucent CFO org has a somewhat reasonable approach to "treating" these \$\$ from Winstar (there is a question on treatment of \$25M Hub and B pricing subsidy).
- Gives Lucent flexibility in allocating \$25M Hub and B pricing subsidy (otherwise additional Hub and B dollars come in when jobs completed).

CONFORMED COPY

CREDIT AGREEMENT

Dated as of May 4, 2000

among

WVF-I LLC, as Initial Borrower,

Any Additional Borrowers Party Hereto,

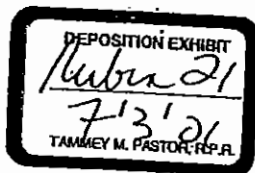
WINSTAR COMMUNICATIONS, INC.,

The Lenders Party Hereto,

THE BANK OF NEW YORK,
as Collateral Agent,

and

LUCENT TECHNOLOGIES INC.,
as Administrative Agent



[Reference No. 7725-064]



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will be necessary in each such jurisdiction during the period of 18 months after the date of such certificate in order to maintain the effectiveness and perfection of all Liens granted under all Foreign Subsidiary Security Agreements.

(c) Notwithstanding the foregoing, no fixture filing shall be required with respect to Collateral constituting fixtures at a single customer location unless all the Collateral constituting fixtures at such location has an aggregate Collateral Cost in excess of \$100,000.

SECTION 5.15. Casualty and Condemnation.

(a) The Parent and the Borrowers shall furnish to the Agents and the Lenders prompt written notice of any casualty or other damage to any material portion of any Collateral or the commencement of any action or proceeding for the taking of any Collateral or any part thereof or interest therein under power of eminent domain or by condemnation or similar proceeding.

(b) If any event described in paragraph (a) of this Section results in Net Proceeds (whether in the form of insurance proceeds, condemnation award or otherwise) and either the aggregate amount of all such Net Proceeds exceeds \$5,000,000 or a Default has occurred and is continuing, the Collateral Agent is authorized to collect such Net Proceeds and, if received by any Borrower, any Foreign Subsidiary Equipment Owner or any other Consolidated Group Member, such Net Proceeds shall be paid over to the Collateral Agent. All such Net Proceeds retained by or paid over to the Collateral Agent shall be held by the Collateral Agent and released from time to time to pay the costs of repairing, restoring or replacing the affected property in accordance with the terms of this Agreement and the applicable provisions of the applicable Security Agreement, subject to the provisions of the applicable Security Agreement regarding application of such Net Proceeds during a Default.

(c) If any Net Proceeds retained by or paid over to the Collateral Agent as provided above continue to be held by the Collateral Agent on the date that any prepayment is due pursuant to Section 2.09(c) in respect of the event resulting in such Net Proceeds, then such Net Proceeds shall be applied to prepay Borrowings as provided in Section 2.09(c).

SECTION 5.16. Temporary Restricted Subsidiaries.

On or before the first anniversary date of the date hereof, the Parent shall cause each Temporary Restricted Subsidiary to (a) become a direct or indirect Subsidiary of the Bank

Borrower, (b) Guarantee the Bank Loans and (c) pledge a substantial majority of its assets to secure the Bank Loans to the extent legally permissible.

SECTION 5.17. Leasing of Collateral. Each Borrower will enter into, as lessor, operating leases with respect to all Collateral owned by it providing revenues sufficient to satisfy its Obligations as and when due. Any such leases shall comply with Section 6.13.

..... ARTICLE VI

Negative Covenants

Until the Commitments have expired or terminated and the principal of and interest on each Loan and all fees payable hereunder have been paid in full, each of the Parent and the Borrowers covenants and agrees with the Lenders that:

SECTION 6.01. Limitation on Indebtedness.

(a) None of the Consolidated Group Members shall Incur any Indebtedness, except, without duplication:

(i) Subject to Section 6.12, Indebtedness of the Bank Loan Parties to the Bank Agent, the Bank Lenders and Bank L/C Issuer under the Bank Credit Documents;

(ii) Indebtedness of the Bank Borrower or a Restricted Subsidiary owed to and held by the Bank Borrower and Restricted Subsidiaries; provided, however, that (A) such Indebtedness may not be sold, pledged, assigned or in any way transferred to a Person other than the Bank Borrower and Restricted Subsidiaries and the instruments evidencing the Indebtedness must so provide; (B) the occurrence of any event that results in a Restricted Subsidiary that is owed or holds Indebtedness ceasing to be a Restricted Subsidiary shall constitute a transfer of the Indebtedness, (C) the Bank Borrower may only Incur Indebtedness under this clause (ii) if the Indebtedness is unsecured and expressly subordinated to the prior payment in full in cash of all Loans and obligations Incurred in any way under the Loan Documents and (D) for avoidance of doubt, the Parent, Principal Subsidiaries, Vendor Financing Obligors and Designated Foreign Subsidiaries may not Incur Indebtedness under this clause (ii);

(iii) Indebtedness of the Parent Incurred under the Bond Notes Offering and Indebtedness of the Parent Incurred in respect of the Series C Stock Transaction, and any Refinancing of Indebtedness permitted under this clause (iii);

(iv) Indebtedness existing on the date hereof as set forth on Schedule 6.01;

(v) Purchase Money Indebtedness;

(A) Incurred by the Loan Parties under the Loan Documents,

(B) Incurred by the Bank Borrower, Restricted Subsidiaries, Principal Subsidiaries, Vendor Financing Obligors and Designated Foreign Subsidiaries under Fiber Capital Lease Obligations not to exceed \$250.0 million, excluding the MFN Fiber IRU Capital Lease Obligations and the Williams Fiber IRU Capital Lease Obligations; provided that Indebtedness Incurred under this clause (v)(B), shall be on commercially reasonable terms and conditions,

(C) Incurred by the Bank Borrower, Restricted Subsidiaries, Principal Subsidiaries, Vendor Financing Obligors and Designated Foreign Subsidiaries in respect of Data Center Equipment Financings (or Incurred by the Parent or the Bank Borrower, in the form of a Guarantee) not to exceed \$150.0 million; provided that any Guarantee of Indebtedness Incurred under this clause by the Bank Borrower shall be (1) substantially in the form of Exhibit F attached hereto or, otherwise (2) on terms and conditions reasonably acceptable to the Administrative Agent, such acceptance not to be unreasonably delayed,

(D) Incurred by the Bank Borrower, Restricted Subsidiaries, Principal Subsidiaries, Vendor Financing Obligors and Designated Foreign Subsidiaries in respect of Network Equipment Financings (or Incurred by the Parent or the Bank Borrower, in the form of a Guarantee) not to exceed \$250.0 million; provided that any Guarantee of Indebtedness Incurred under this clause by the Bank Borrower shall be (1) substantially in the form of Exhibit F attached hereto or, otherwise (2) on terms and conditions reasonably acceptable

to the Administrative Agent, such acceptance not to be unreasonably delayed, or

(E) Incurred by the Bank Borrower, Restricted Subsidiaries, Principal Subsidiaries, Vendor Financing Obligors and Designated Foreign Subsidiaries (or Incurred by the Parent or the Bank Borrower, in the form of a Guarantee) not to exceed \$100.0 million at any time outstanding; provided that any Guarantee of Indebtedness Incurred under this clause by the Bank Borrower shall be (1) substantially in the form of Exhibit F attached hereto or, otherwise (2) on terms and conditions reasonably acceptable to the Administrative Agent, such acceptance not to be unreasonably delayed,

provided, however, that Indebtedness under this clause (v), other than clauses (A) and (B) above, shall be on commercially reasonable terms and conditions and, to the extent that any such Incurrence shall be in a principal amount exceeding \$25.0 million and not be Incurred by a Vendor Financing Obligor, on terms and conditions reasonably acceptable to the Administrative Agent, such acceptance not to be unreasonably withheld or delayed;

(vi) Hedging Obligations consisting of

(A) Interest Rate Agreements or Currency Agreements directly related to Indebtedness permitted to be Incurred by the Bank Loan Parties or Principal Subsidiaries; provided, however, that the notional amount of any such Hedging Obligation does not exceed the amount of Indebtedness to which such Hedging Obligation relates or (B) Currency Agreements used to hedge non-U.S. dollar currency exposures of the Bank Loan Parties or Principal Subsidiaries, entered into in accordance with customary industry practices for companies in the Telecommunications Business with international operations and not for purposes of speculation;

(vii) Indebtedness of a Consolidated Group

Member solely in respect of letters of credit, bank guarantees, banker's acceptances, cash deposits, surety bonds, bid bonds and performance bonds Incurred in the ordinary course of business; provided, however, that such instruments or deposits do not support any Indebtedness other than Indebtedness which, if Incurred by such Person, would be permitted to be Incurred pursuant to another provision of this covenant;

(viii) Indebtedness of the Bank Loan Parties and Principal Subsidiaries in an aggregate principal amount not to exceed \$50.0 million at any time outstanding;

(ix) Indebtedness of the Parent in an aggregate principal amount not to exceed the sum of (x) \$1.65 billion, (y) an additional amount equal to the sum of (A) the aggregate Net Cash Proceeds received by the Parent after the Effective Date from the issuance or sale of Capital Stock (other than Disqualified Stock) of the Parent (other than an issuance or sale to the Bank Borrower or any Restricted Subsidiary and other than an issuance or sale to an employee stock ownership plan or to a trust established by the Parent, the Bank Borrower, a Restricted Subsidiary or a Principal Subsidiary for the benefit of its employees) provided that such Net Cash Proceeds in this clause (y) are invested by the Parent in the Bank Borrower and such Investment is not in the form of Indebtedness and (B) the Fair Market Value of any Capital Stock (other than Disqualified Stock) of the Parent issued to any Person (other than a Subsidiary) in exchange for Telecommunications Assets which will be held by the Bank Borrower or a Restricted Subsidiary or in exchange for the Capital Stock of another Person a substantial majority of the assets of which consist of Telecommunications Assets in a transaction pursuant to which such other Person becomes a Restricted Subsidiary, in each case received or issued, as the case may be, subsequent to the Effective Date and (z) Conversion Notes and amounts raised and utilized by the Parent to invest in the Bank Borrower for the purpose of Refinancing Loans and that are applied to prepay Loans in accordance with this Agreement; provided, however, that Indebtedness Incurred under this clause (ix) is issued on terms (other than as to interest rates, redemption prices and issue price) no more restrictive than the Bond Notes Offering or, if more restrictive, such restrictions would not be more adverse than the terms of the Bond Notes Offering to the interests of the Lenders in any material respect; provided further that such Indebtedness has a Stated Maturity at least one year beyond the later of the maturity of the Loans and the maturity of the Bank Loans and further provided that no principal payments thereunder shall fall due during the life of the Loans or the Bank Loans and such Indebtedness shall be issued at commercially reasonable rates (it being understood that the rates applicable to Conversion Notes are deemed to be commercially reasonable);

(x) Acquired Indebtedness Incurred by the Bank Borrower, Restricted Subsidiaries, Principal Subsidiaries and Designated Foreign Subsidiaries in respect of the acquisition of a Restricted Subsidiary, Principal Subsidiary or Designated Foreign Subsidiary;

(xi) Refinancing Indebtedness in respect of Indebtedness Incurred with respect to the Outstanding Old Bond Debt or pursuant to clauses (iii), (iv), (v), (ix) and (x) of this Section 6.01(a); provided, that Indebtedness of the Parent cannot be Refinanced by Indebtedness Incurred by the Bank Borrower, any Restricted Subsidiary, Principal Subsidiary, or Designated Foreign Subsidiary; provided further, however, that Refinancing Indebtedness shall not include Indebtedness of a Restricted Subsidiary, Principal Subsidiary or Designated Foreign Subsidiary that Refinances Indebtedness of the Bank Borrower;

(xii) Guarantees by a Consolidated Group Member of Indebtedness Incurred by an Unrestricted Subsidiary secured by a pledge of the Capital Stock of such Unrestricted Subsidiary so long as the pledge provides for no recourse against the Consolidated Group Member for such Indebtedness other than recourse against such Capital Stock;

(xiii) Indebtedness Incurred pursuant to the MFN Fiber IRU Capital Lease Obligations and the Williams Fiber IRU Capital Lease Obligations and other Capital Lease Obligations arising under an agreement in effect on the date hereof; and

(xiv) Guarantees by the Parent or the Bank Borrower of Indebtedness of another such Consolidated Subsidiary Group Member, to the extent the Parent or the Bank Borrower would be allowed to Incur such Indebtedness directly hereunder.

(b) The Borrowers shall not incur any Indebtedness other than the Loans, notwithstanding whether any such Indebtedness would be permitted under Section 6.01(a).

(c) All Indebtedness that the Bank Borrower and the Restricted Subsidiaries are permitted to Incur pursuant to Section 6.01(a) must be Incurred by the Bank Borrower (and shall not be Incurred by any Restricted Subsidiary), except (i) Indebtedness under the Bank Credit Documents, (ii) Indebtedness permitted by clause (ii) of

Section 6.01(a), (iii) existing Indebtedness of Restricted Subsidiaries referred to in clause (iv) of Section 6.01(a), (iv) Indebtedness permitted to be Incurred by a Restricted Subsidiary under clause (vii), (viii), (x), (xi) or (xiii) of Section 6.01(a) and (v) Purchase Money Indebtedness permitted by clause (v) of Section 6.01(a); provided that, in the case of any such Purchase Money Indebtedness other than the Loans and other than the Fiber Capital Lease Obligations, either (A) each individual financing constituting Purchase Money Indebtedness is in an aggregate principal amount not exceeding \$75,000,000 and is secured only by the Property the purchase price of which was financed by the proceeds of such individual financing (and not cross-collateralized with any other Purchase Money Indebtedness) or (B) in the case of any other such Purchase Money Indebtedness, such Purchase Money Indebtedness is Incurred by a Vendor Financing Obligor.

SECTION 6.02. Limitations on Mergers, Consolidations and Sales of Assets. (a) None of the Consolidated Group Members shall be a party to any merger, consolidation or share exchange, or sell, transfer, lease or otherwise dispose of all or substantially all of its assets or property, including the Capital Stock of Subsidiaries, in one transaction or a series of related transactions, including any disposition of assets or property as part of a Sale/Leaseback Transaction or permit any Restricted Subsidiary or Principal Subsidiary so to do; provided, however, that this Section shall not apply to nor operate to prevent (i) the Bank Borrower, a Restricted Subsidiary, Principal Subsidiary or Designated Foreign Subsidiary being a party to any merger where the Bank Borrower, a Restricted Subsidiary, Principal Subsidiary or Designated Foreign Subsidiary is the surviving Person if, after giving effect to such merger, no Default would then exist; provided further that if a Restricted Subsidiary merges with a Designated Foreign Subsidiary or Principal Subsidiary and the Designated Foreign Subsidiary or Principal Subsidiary is the surviving Person, as the case may be, then such merger shall be deemed to be a conversion of the Restricted Subsidiary into a Designated Foreign Subsidiary or a Principal Subsidiary, as the case may be, and such conversion shall be subject to the restrictions herein, (ii) any Restricted Subsidiary or the Bank Borrower merging into another Restricted Subsidiary or the Bank Borrower if, after giving effect to such merger, no Default would then exist, or (iii) the Bank Borrower or any Restricted Subsidiary or Principal Subsidiary from selling its inventory in the ordinary course of its business or selling Capital Stock of Unrestricted Subsidiaries. Notwithstanding the foregoing exceptions, neither any Borrower nor any of

its Subsidiaries shall be a party to any merger, consolidation or share exchange, or sell, transfer or otherwise dispose of all or substantially all of its assets or property, including the Capital Stock of Subsidiaries, in one transaction or a series of related transactions.

(b) None of the Consolidated Group Members shall sell or issue any Capital Stock (i) of the Bank Borrower to any Person other than the Parent or (ii) of any Borrower to any Person other than the Pledgor (which shall pledge any additional Capital Stock of any Borrower it acquires to secure the Obligations). The Pledgor shall continue to be a Wholly Owned Subsidiary of the Bank Borrower.

SECTION 6.03. Limitations on Liens. (a) None of the Consolidated Group Members shall create, incur, assume or suffer to exist any Lien upon or in any of its property or assets, whether now owned or hereafter acquired, except the following Liens (collectively, "Permitted Liens"):

(i) Liens arising by operation of law in connection with worker's compensation, unemployment insurance, social security obligations, taxes, assessments, statutory obligations or other similar charges, good faith deposits, pledges or Liens in connection with bids, tenders, contracts or leases to which such Consolidated Group Member is a party (other than contracts for borrowed money), or other deposits required to be made or surety bonds or other obligations of like nature (which for the purposes of this Agreement shall include letters of credit in the nature of a surety bond) required to be obtained in the ordinary course of business in connection with any of the foregoing; provided that in each case the obligation secured is not overdue or, if overdue, is being contested in good faith by appropriate proceedings and for which reserves in conformity with GAAP have been provided on the books of such Consolidated Group Member;

(ii) mechanics', workmen's, materialmen's, landlords', carriers' or other similar Liens arising in the ordinary course of business (or deposits to obtain the release of such Liens) securing obligations not due or, if due, being contested in good faith by appropriate proceedings and for which reserves in conformity with GAAP have been provided on the books of such Consolidated Group Member;

(iii) Liens for taxes or assessments or other government charges or levies on such Consolidated Group

Member, not yet due or delinquent, or which can thereafter be paid without penalty, or which are being contested in good faith by appropriate proceedings and for which reserves in conformity with GAAP have been provided on the books of such Consolidated Group Member;

(iv) Liens arising out of judgments or awards against such Consolidated Group Member, or in connection with surety or appeal bonds in connection with bonding such judgments or awards, the time for appeal from which or petition for rehearing of which shall not have expired or with respect to which such Consolidated Group Member shall be prosecuting an appeal or proceeding for review, and with respect to which it shall have obtained a stay of execution pending such appeal or proceeding for review; provided that the aggregate amount of liabilities (including interest and penalties, if any) of the Consolidated Group on a consolidated basis secured by such Liens shall not exceed \$25.0 million at any one time outstanding;

(v) Liens upon any Property acquired by such Consolidated Group Member to secure any Indebtedness of the Consolidated Group on a consolidated basis incurred at the time of the acquisition of such Property to finance the purchase price of such Property, or Liens upon property resulting from the sale by such Consolidated Group Member of Property and the leasing of the same or similar property from the purchaser thereof (or a subsequent purchaser or lessee), provided that any such Lien shall apply only to the Property that was so acquired or sold and leased back and the aggregate principal amount of Indebtedness secured by such Liens shall not exceed \$15.0 million at any time outstanding on a consolidated basis;

(vi) Survey exceptions or encumbrances, easements or reservations, or rights of others for rights-of-way, utilities and other similar purposes, or zoning or other restrictions as to the use of real properties which are necessary for the conduct of the activities of such Consolidated Group Member or which customarily exist on properties of corporations engaged in similar activities and similarly situated and which do not in any event materially impair their use in the operation of the business of such Consolidated Group Member;

(vii) Liens listed on Schedule 6.03;

(viii) Liens securing permitted Indebtedness of a Subsidiary of a Bank Loan Party incurred in connection with the acquisition or construction of Property of such Subsidiary; provided that such Lien is limited to the Property being financed by such Indebtedness and any revenues of such Subsidiary directly attributable to such Property;

(ix) Liens securing Indebtedness under the Bank Credit Documents;

(x) Any extension, renewal or replacement (or successive extensions, renewals or replacements) in whole or in part of any Lien referred to in the foregoing paragraphs (i) through (ix), inclusive, in connection with the permitted extension, renewal or replacement of the Indebtedness secured thereby; provided, however, that the principal amount of Indebtedness secured thereby shall not exceed the principal amount of the Indebtedness so secured at the time of any extension, renewal or refinancing, and that such extension, renewal or refinancing shall be limited to the Property which was subject to the Lien so extended, renewed or refinanced;

(xi) Liens securing obligations under the Loan Documents, including Liens provided for in the Security Documents;

(xii) Liens securing Indebtedness existing or incurred in connection with permitted Capital Lease Obligations, provided such Liens are limited to Liens on the capital assets that have been acquired or construction of which has been financed by the proceeds of such Capital Lease Obligations, including Liens incurred pursuant to the Fiber Capital Lease Obligations and Capital Lease Obligations Incurred in respect of the Data Center Equipment Financing;

(xiii) Liens encumbering the Capital Stock of Unrestricted Subsidiaries provided that there is no recourse to the Consolidated Group for the obligations secured other than against such stock;

(xiv) Liens under the Bank Credit Documents securing obligations under Hedging Obligations;

(xv) Liens securing repurchase obligations arising out of permitted Temporary Cash Investments;

(xvi) Liens securing obligations of a Consolidated Group Member (other than in respect of Indebtedness for borrowed money) in an aggregate amount not to exceed \$10.0 million;

(xvii) Liens on Temporary Cash Investments to secure Indebtedness Incurred under Section 6.01(a)(vii); and

(xviii) Liens securing Purchase Money Indebtedness now existing or to be Incurred under Section 6.01(a)(v)(C), (D) or (E) or any replacement financing thereof.

(b) Notwithstanding the foregoing, no Consolidated Group Member will create, incur, assume or suffer to exist any Lien on any Collateral or any Capital Stock of a Borrower or any Subsidiary thereof except (i) Liens created under the Security Documents, (ii) Liens described in clause (ii) or (iii) of paragraph (a) of this Section, (iii) in the case of Collateral, rights of Equipment Users under leases or similar arrangements, subject to Equipment User Agreements and (iv) in the case of Capital Stock of a Second Borrower, Liens securing the Bank Loans that are junior to the Liens created under the Pledge Agreement, on the terms contemplated by the Pledge Agreement; provided that, in the case of Liens described in clause (ii) or (iii) of paragraph (a) of this Section that are permitted because the obligations secured thereby are being contested, such Liens shall be permitted on the Collateral or Capital Stock of a Borrower or any Subsidiary thereof only if such contest effectively suspends the collection of the contested obligation and the failure to make payment pending the resolution of such contest could not reasonably be expected to result in a Material Adverse Effect.

SECTION 6.04. Investments, Acquisitions, Loans, Advances and Guaranties. None of the Consolidated Group Members shall directly or indirectly, make, retain or have outstanding any Investments except the following Investments (collectively "Permitted Investments"):

(a) in the case of the Parent,

(i) Investments in the Bank Borrower (other than Indebtedness);

(ii) Investments in Capital Stock of Temporary Restricted Subsidiaries owned as of the

Effective Date, subject to the provisions of Section 5.16;

(iii) Investments in Subsidiaries not to exceed more than \$1.0 million in the aggregate;

(iv) Temporary Cash Investments in an aggregate amount no greater than \$10.0 million at any one time, provided that such Temporary Cash Investments balance shall not exceed \$5.0 million for more than three (3) consecutive Business Days;

(v) Investments in Outstanding Old Bond Debt;

(vi) Investments in a captive insurance company not to exceed \$1.0 million; and

(vii) Investments with respect to the Series C Stock Transaction.

(b) in the case of the Parent, clauses (vi), (viii), (x) (xiii) and (xxvii), and in the case of the Bank Borrower and Restricted Subsidiaries, any of the following:

(i) Investments in (A) a Person that will, upon the making of such Investment, become a Restricted Subsidiary; provided, however, that the primary business of such Restricted Subsidiary is the Telecommunications Business, or (B) all or substantially all of the assets of a Person, or a corporate division thereof by the Bank Borrower or a Restricted Subsidiary in an aggregate amount for all Investments pursuant to this clause (i) not to exceed the sum of (x) \$200.0 million plus (y) Unrestricted Proceeds, provided that to the extent that the Bank Borrower deems an Investment made under the preceding clause (A) or clause (B) to be a capital expenditure permitted under Section 6.07(c) or 6.08(c), such Investment shall be deemed to be a Cash Capital Expenditure for the purposes of this Agreement and shall not be deemed to be an Investment for the purpose of calculating amounts available to be invested under this clause (i);

(ii) Investments in Temporary Cash Investments;

(iii) ownership of stock, obligations or securities received in settlement of debts (created in the ordinary course of business) owing to the Bank Borrower or any Subsidiary;

(iv) endorsements of negotiable instruments for collection in the ordinary course of business;

(v) loans and advances to employees in the ordinary course of business for payroll, travel, relocation, and similar purposes;

(vi) loans or advances to employees made in the ordinary course of business consistent with past practices of the Consolidated Group or as part of a compensation plan approved by the Board of Directors of the Parent in an amount not to exceed \$5.0 million at any time outstanding;

(vii) Investments consisting of performance bonds and letters of credit and other similar surety devices obtained to support, or in lieu of, performance bonds, in each case entered into in the ordinary course of business;

(viii) the repurchase or other acquisition of shares of Capital Stock of a Bank Loan Party from employees, former employees, directors or former directors of the Bank Loan Party (or permitted transferees of such employees, former employees, directors or former directors), pursuant to the terms of the agreements (including employment agreements) or plans (or amendments thereto) approved by the Board of Directors of the Parent under which such individuals purchase or sell or are granted the option to purchase or sell, shares of such Capital Stock; provided, however, that the aggregate amount of such repurchases and other acquisitions (other than repurchases and acquisitions made pursuant to agreements in effect on the Effective Date) shall not exceed \$5.0 million in any calendar year (with unused amounts being carried forward indefinitely);

(ix) Investments in any Person a substantial majority of the assets of which consist of Telecommunications Assets; provided, however, that the Investments made pursuant to this clause (ix) are pledged as Bank Collateral for the Bank Loans and provided further that the cost of acquisition of all such Investments made pursuant to this clause (ix) (measured on the date each such Investment was made) and then outstanding, does not exceed the sum of \$100.0 million, plus Unrestricted Proceeds on the date of any such Investment; provided that with respect to this clause (ix) Unrestricted Proceeds are deemed to be

utilized only after the \$100.0 million has been utilized in full;

(x) cash payments in lieu of the issuance of fractional shares in connection with stock splits or upon conversion into Capital Stock of the Consolidated Group Member (other than Disqualified Stock) of any security of the Consolidated Group Member or any convertible Indebtedness of the Consolidated Group Member;

(xi) Investments in office.com, the cost of which (measured by the Fair Market Value of the consideration paid on the date each such Investment is made) does not exceed \$25.0 million during each of the three 12-month periods following the Effective Date (with unused annual amounts being carried over to future periods even if such periods occur after the third anniversary of the Effective Date);

(xii) Investments, the aggregate cost of which (measured by the Fair Market Value of the consideration paid on the date each such Investment was made) which when taken together with the cost of all other Investments made pursuant to this clause (xii), does not exceed \$80.0 million at any time outstanding;

(xiii) any Guarantee of any Indebtedness of any Restricted Subsidiary, Principal Subsidiary or Designated Foreign Subsidiary to the extent the Person incurring such Guarantee would be permitted to directly incur such Indebtedness under Section 6.01;

(xiv) Existing Investments as set forth on Schedule 3.14;

(xv) Investments in Capital Stock of customers of any Consolidated Subsidiary Group Member received and held by the Person providing such products or services, or by the Bank Borrower or any Restricted Subsidiary in exchange for products and services provided in the ordinary course of business; provided, however, that the value of such products and services (calculated as the consideration received by such Person for such products and services in a comparable arm's-length transaction) shall not exceed \$50.0 million during each successive 12-month period following the Effective Date;

(xvi) Hedging Obligations on Indebtedness permitted pursuant to Section 6.01;

(xvii) Investments in Restricted Subsidiaries;

(xviii) advances to customers in the ordinary course of business that are recorded as Receivables on the balance sheet of the vendor;

(xix) Investments in Principal Subsidiaries and Designated Foreign Subsidiaries in an aggregate amount not to exceed the sum of (A) \$150.0 million, (B) Unrestricted Proceeds on the date of any such Investment and (C) the original cost of any Investment in a Principal Subsidiary or Designated Foreign Subsidiary plus the cost of any subsequent Investments in such Subsidiaries to the extent that such Subsidiaries are converted to Restricted Subsidiaries pursuant to Article X; provided that with respect to this clause (xix) Unrestricted Proceeds are deemed to be utilized only after the \$150.0 million has been utilized in full; provided further that the conversion of a Restricted Subsidiary or Unrestricted Subsidiary to a Principal Subsidiary or a Designated Foreign Subsidiary shall constitute an Investment under this clause and such Investment shall be valued, in the case of a Restricted Subsidiary, at the cost of the Investment in the Restricted Subsidiary at the time it became a Restricted Subsidiary plus the cost of any subsequent Investments in the Restricted Subsidiary through the date the Restricted Subsidiary becomes a Principal Subsidiary or a Designated Foreign Subsidiary and, in the case of an Unrestricted Subsidiary, at the cost of the Investment in the Unrestricted Subsidiary at the time it became an Unrestricted Subsidiary plus the cost of any subsequent Investments in the Unrestricted Subsidiary through the date the Unrestricted Subsidiary becomes a Principal Subsidiary or a Designated Foreign Subsidiary;

(xx) Investments in Unrestricted Subsidiaries in an aggregate amount not to exceed the sum of (A) \$50.0 million, (B) Unrestricted Proceeds on the date of any such Investment and (C) the original cost of any Investment in an Unrestricted Subsidiary plus the cost of any subsequent Investments in such Subsidiaries to the extent that such Subsidiaries are converted to Restricted Subsidiaries, Principal Subsidiaries or Designated Foreign Subsidiaries pursuant to Article X; provided that with respect to this clause (xx) Unrestricted Proceeds are deemed to be utilized only after the \$50.0 million has been utilized in full; provided further, that the conversion of a

Restricted Subsidiary, Principal Subsidiary or a Designated Foreign Subsidiary into an Unrestricted Subsidiary shall constitute an Investment in Unrestricted Subsidiaries under this clause and such Investment shall be valued at the cost of the Investment in the Restricted Subsidiary, Principal Subsidiary or Designated Foreign Subsidiary at the time it became such a Person plus the cost of any subsequent Investments on such Person through the date the Restricted Subsidiary, Principal Subsidiary or Designated Foreign Subsidiary becomes an Unrestricted Subsidiary;

(xxi) Investments paid for with Capital Stock of the Parent (based on the cost of such Investments measured by the Fair Market Value of the Parent's Capital Stock on the date of such Investment)

(A) in any Person engaged in the Telecommunications Business that is not a Subsidiary, a substantial majority of the assets of which person consist of Telecommunications Assets, and

(B) in any other Person that is not a Subsidiary of the Parent up to a maximum aggregate amount of \$50.0 million at any time outstanding;

(xxii) Investments in Outstanding Old Bond Debt;

(xxiii) Investments in Capital Stock of (A) any Borrower, (B) any Vendor Financing Obligor and (C) a captive insurance company in an aggregate amount, for clauses (A), (B) and (C), not to exceed \$5.0 million;

(xxiv) Investments in the Capital Stock of the Parent by the Bank Borrower but only in the event the Bank Borrower is prohibited by law, contract or otherwise from making a dividend to the Parent pursuant to Section 6.05(a) and to the extent and in an amount that a dividend from the Bank Borrower to the Parent would be permitted pursuant to Section 6.05(a); provided, however, the proceeds from an Investment under this clause (xxiv) shall be used solely for the purposes permitted under Section 6.05(a) with respect to the payment of dividends;

(xxv) Investments in any Vendor Financing Obligor to meet regularly scheduled principal and interest payments and fees and indemnity and expense

reimbursement obligations owed under Purchase Money Indebtedness of such Vendor Financing Obligor to the extent not paid out of proceeds from operating leases on Property owned by such Vendor Financing Obligor;

(xxvi) Investments in any Borrower that are applied to pay Obligations; and

(xxvii) Guarantees by the Parent or the Bank Borrower (i) of the Obligations pursuant to the Guarantee Agreement or (ii) of the Indebtedness to be Incurred by the Bank Borrower under Section 6.01(a) (v) (C), (D) or (E);

provided that no new Investment shall be permitted to be made pursuant to clause (i), (viii), (ix), (xi), (xii), (xix), (xx), (xxi) or (xxv) above while an Event of Default shall have occurred and be continuing, except for Investments that such Consolidated Group Member shall have committed to make prior to the date of the related Default; and

(c) in the case of any Borrower, Investments in Temporary Cash Investments.

In determining the amount of Investments outstanding, (A) Investments in Capital Stock and Investments taking the form of equity contributions shall always be valued at the original cost thereof (regardless of any subsequent appreciation or depreciation therein) less cash (or in the case of Investments made for other than cash, the Fair Market Value of Telecommunications Assets or Marketable Securities) received from such Investments by the Person making such Investments, provided that in no event may the amount of an Investment outstanding be valued at less than zero and (B) Investments in Indebtedness shall be valued at the original principal amount thereof less any cash payments received on such Indebtedness. It is understood that the assumption and payment by a Borrower of a Foreign Subsidiary Equipment Owner's obligation to pay the Purchase Price of any Eligible Equipment and Services in accordance with Section 6.13 shall not be construed to be an Investment by such Borrower in violation of this Section.

SECTION 6.05. Dividends, Purchase of Stock and Prepayments. (a) None of the Consolidated Group Members shall declare any dividends (other than dividends payable in Capital Stock of the Parent or the Bank Borrower) on any shares of any class of its Capital Stock, or apply any of its Property or assets to the purchase, redemption or other retirement of, or set apart any sum for the payment of any

dividends on, or for the purchase, redemption or other retirement of, or make any other distribution by reduction of capital or otherwise in respect of, any shares of any class of Capital Stock of a Loan Party, or permit any Principal Subsidiary so to do, or permit any Unrestricted Subsidiary to purchase or acquire any shares of any class of Capital Stock of the Bank Borrower, except for any Permitted Investment, provided that dividends (other than dividends by a Borrower, which shall not be permitted by any of the following clauses) are permitted (i) by the Bank Borrower to the Parent to the extent necessary for the Parent to (A) so long as no Event of Default has occurred and is continuing, meet its regularly scheduled obligations in regard to principal and interest in connection with Indebtedness Incurred pursuant to clauses (iii), (iv) and (v) of Section 6.01(a) and Refinancing thereof to the extent permitted in Section 6.01(a)(xi), (B) pay the ordinary operating expenses of the Parent and other liabilities incurred by the Parent in the ordinary course of business, (C) so long as no Event of Default has occurred and is continuing, repay the Outstanding Old Bond Debt, including regularly scheduled interest payments thereon, and (D) pay cash payments in lieu of the issuance of fractional shares in connection with stock splits or upon conversion into Capital Stock of the Parent (other than Disqualified Stock) of any security of the Parent or any convertible Indebtedness of the Parent, (ii) to the Bank Borrower, Restricted Subsidiaries, Principal Subsidiaries, Designated Foreign Subsidiaries and minority shareholders, provided that dividends may only be paid to minority shareholders ratably to the extent of their percentage interests in Capital Stock of the applicable Subsidiary; and (iii) so long as no Event of Default has occurred and is continuing, to the Parent or by the Parent in an amount no greater than the Net Available Cash of the substantially concurrent sale of (or specified with particularity at the time of the sale of, and subsequently made with such Net Available Cash of), or made by exchange for, Capital Stock (other than Disqualified Stock) of the Parent (other than Capital Stock issued or sold to a Subsidiary of the Parent or an employee stock ownership plan or to a trust established by the Parent or any of its Subsidiaries for the benefit of their employees); provided that such dividends and purchases of Capital Stock shall be deemed to be a utilization of Unrestricted Proceeds and shall not exceed the regularly scheduled dividend amounts under Series A Preferred Stock and Series G Preferred Stock. It is understood that the assumption and payment by a Borrower of a Foreign Subsidiary Equipment Owner's obligation to pay the Purchase Price of any Eligible Equipment and Services in accordance with

Section 6.13 shall not be construed to be a dividend by such Borrower in violation of this Section.

(b) None of the Consolidated Group Members shall permit any Restricted Subsidiary, Principal Subsidiary or Designated Foreign Subsidiary to enter into any agreement or instrument which by its terms restricts the ability of such Restricted Subsidiary, Principal Subsidiary or Designated Foreign Subsidiary to (i) declare or pay dividends or make similar distributions, (ii) repay principal of, or pay any interest on, any Indebtedness owed to any Consolidated Group Member described in Section 6.01(a), (iii) make payments of royalties, licensing fees and similar amounts to any Consolidated Group Member, (iv) make loans or advances to any Consolidated Group Member or (v) permit any Consolidated Group Member to engage in consolidated cash management inconsistent with prudent business practice.

(c) None of the Consolidated Group Members shall permit (i) a Restricted Subsidiary, Principal Subsidiary or Designated Foreign Subsidiary to issue a stock dividend other than on a pro rata basis to its shareholders, and (ii) the Bank Borrower to issue stock dividends to any Person other than the Parent, and, in each case of clauses (i) and (ii), the stock issued to a Restricted Subsidiary, Principal Subsidiary, or Designated Subsidiary in connection with such stock dividend is pledged to secure the Bank Loans.

(d) None of the Consolidated Group Members shall, subject to the Refinancing provisions of Section 6.01(a)(xi), prepay Indebtedness under clauses (iii) and (ix) of Section 6.01(a) except that Indebtedness under clause (iii) may be prepaid to the extent allowed pursuant to provisions in the applicable Bond Notes indentures that allow prepayments of up to 35% of the aggregate amount of the Bond Notes and notes issued in the Series C Transaction with the net cash proceeds from one or more public equity offerings (an "Equity Clawback Prepayment"); provided that any such prepayment shall be deemed to be utilization of Unrestricted Proceeds in the amount of such prepayment.

SECTION 6.06. Use of Proceeds. The proceeds of Loans will be used solely to pay the Purchase Price of Eligible Equipment and Services acquired by the Designated Borrower (or by a Foreign Subsidiary Equipment Owner as contemplated by Section 6.13) pursuant to the Supply Agreement.

SECTION 6.07. Phase 1 Financial Covenants. Until December 31, 2002, the Consolidated Group Members shall:

(a) Maximum EBITDA Losses/Minimum EBITDA. Not permit EBITDA for any fiscal quarter referred to below to be less than the amount set forth opposite such fiscal quarter:

Quarter Ended	Amount
March 31, 2000	\$(48,000,000)
June 30, 2000	\$(42,000,000)
September 30, 2000	\$(38,000,000)
December 31, 2000	\$(28,000,000)
March 31, 2001	\$(17,000,000)
June 30, 2001	\$(9,000,000)
September 30, 2001	\$(5,000,000)
December 31, 2001	\$1,000,000
March 31, 2002	\$28,000,000
June 30, 2002	\$44,000,000
September 30, 2002	\$60,000,000
December 31, 2002	\$76,000,000

(b) Minimum Revenues. Not permit Consolidated Revenue for any fiscal quarter referred to below (calculated as of the last day of any fiscal quarter end and based on the results of the quarter then ended) to be less than the amount set forth opposite such fiscal quarter:

Quarter Ended	Amount
March 31, 2000	\$118,000,000
June 30, 2000	\$129,000,000
September 30, 2000	\$139,000,000
December 31, 2000	\$163,000,000
March 31, 2001	\$173,000,000
June 30, 2001	\$188,000,000
September 30, 2001	\$199,000,000
December 31, 2001	\$217,000,000
March 31, 2002	\$240,000,000
June 30, 2002	\$268,000,000
September 30, 2002	\$294,000,000
December 31, 2002	\$328,000,000

(c) Maximum Cash Capital Expenditures. Not permit total Cash Capital Expenditures during any fiscal year referred to below to exceed the amount set forth opposite such fiscal year; provided that unused amounts permitted to be expended in any fiscal year may be carried forward one year with all capital expenditures deemed first applied to any carry-forward amounts; provided further that on any date that any Bank Loan Party receives Net Cash Proceeds from permitted Indebtedness (other than Refinancing Indebtedness) or equity in excess of \$1.5 billion, on a cumulative basis from the Effective Date, the Bank Borrower may increase, at its discretion, the maximum Cash Capital Expenditures in any year or years by an aggregate amount equal to such Net Cash Proceeds that exceed \$1.5 billion; provided further that any such amount of increase shall be deemed a utilization of Unrestricted Proceeds; and provided further that under no circumstances shall the maximum annual Cash Capital Expenditures exceed (excluding carry over amounts) \$1.3 billion for any year prior to and including 2001 and \$1.0 billion in any year thereafter while this covenant is applicable:

Fiscal Year	Amount
2000	\$1,300,000,000
2001	\$1,150,000,000
2002	\$ 550,000,000

(d) Maximum Consolidated Senior Secured Debt to Consolidated Total Capitalization. Not permit the ratio of Consolidated Senior Secured Debt to Consolidated Total Capitalization to exceed 25% at any time. For the purpose of calculating Consolidated Total Capitalization, paid-in capital shall be given effect as of the date paid in.

(e) Maximum Consolidated Total Debt to Consolidated Total Capitalization. Not permit the ratio of Consolidated Total Debt to Consolidated Total Capitalization to exceed 75% at any time. For the purpose of calculating Consolidated Total Capitalization, paid-in capital shall be given effect as of the date paid in.

(f) Maximum Consolidated Senior Secured Debt to Adjusted Gross PP&E. Not permit the ratio of Consolidated Senior Secured Debt to Adjusted Gross PP&E to exceed 50% at any time.

(g) On-Network Hubs. Not permit the number of On-Network Hubs as of the last day of any fiscal quarter referred to below to be less than the amount set forth opposite such fiscal quarter:

Quarter Ended	On-Network Hubs
March 31, 2000	125
June 30, 2000	142
September 30, 2000	159
December 31, 2000	175
March 31, 2001	190
June 30, 2001	204
September 30, 2001	219
December 31, 2001	234
March 31, 2002	249
June 30, 2002	263
September 30, 2002	267
December 31, 2002	268

(h) On-Network Buildings: Not permit the number of On-Network Buildings as of the last day of any fiscal quarter referred to below to be less than the amount set forth opposite such fiscal quarter:

Quarter Ended	On-Network Buildings
March 31, 2000	1,649
June 30, 2000	2,322
September 30, 2000	3,320
December 31, 2000	4,477
March 31, 2001	5,981
June 30, 2001	7,366
September 30, 2001	8,755
December 31, 2001	10,147
March 31, 2002	10,256
June 30, 2002	10,366
September 30, 2002	10,475
December 31, 2002	10,585

SECTION 6.08. Phase 2 Financial Covenants. On and after January 1, 2003, the Consolidated Group Members shall:

(a) Consolidated Total Debt to Consolidated Annualized EBITDA. Not permit the ratio of Consolidated Total Debt as of any date during any period referred to below to Consolidated Annualized EBITDA as of such date to be greater than the ratio set forth opposite the period during which such date occurs:

Period	Ratio
March 31, 2003 - June 29, 2003	15.00x
June 30, 2003 - September 29, 2003	11.00x
September 30, 2003 - December 30, 2003	10.00x
December 31, 2003 - March 30, 2004	9.00x
March 31, 2004 - June 29, 2004	8.00x
June 30, 2004 - September 29, 2004	7.50x
September 30, 2004 - December 30, 2004	7.00x
December 31, 2004 - March 30, 2005	6.00x
March 31, 2005 and thereafter	5.00x

(b) EBITDA to Consolidated Interest Expense. Not permit the ratio of EBITDA to Consolidated Interest Expense, in each case for the period of four consecutive fiscal quarters ending on any date referred to below to be less than the ratio set forth opposite such date:

Quarter End Date	Ratio
March 31, 2003	0.50x
June 30, 2003	0.50x
September 30, 2003	0.75x
December 31, 2003	0.75x
March 31, 2004	1.00x
June 30, 2004	1.00x
September 30, 2004	1.25x
December 31, 2004	1.25x
March 31, 2005	1.50x
June 30, 2005	1.50x
September 30, 2005	1.75x
December 31, 2005	1.75x
March 31, 2006	2.00x
June 30, 2006	2.00x

Quarter End Date	Ratio
September 30, 2006	2.25x
December 31, 2006	2.25x
March 31, 2007 and the last day of each quarter ended thereafter	2.50x

(c) Maximum Cash Capital Expenditures. Not permit total Cash Capital Expenditures during any fiscal year, commencing with the fiscal year ending December 31, 2003, to exceed \$400.0 million (provided that unused amounts permitted to be expended in any fiscal year may be carried forward one year with all Cash Capital Expenditures deemed first applied to any carry-forward amounts); provided further, however, that on any date that any Bank Loan Party receives Net Cash Proceeds from permitted issuance of Indebtedness (other than Refinancing Indebtedness) or equity in excess of \$1.5 billion, on a cumulative basis from the Effective Date, the Bank Borrower may increase, at its discretion, the maximum Cash Capital Expenditures in any year or years by an aggregate amount equal to such Net Cash Proceeds that exceed \$1.5 billion; provided further that any such amount of increase shall be deemed a utilization of Unrestricted Proceeds; and provided further that under no circumstances shall the maximum annual Cash Capital Expenditures (excluding carry over amounts) exceed \$1.0 billion in any year while this covenant is applicable.

SECTION 6.09. Consolidated Senior Debt to Consolidated Annualized EBITDA. On and after March 31, 2002, the Consolidated Group Members shall not permit the ratio of Consolidated Senior Debt to Consolidated Annualized EBITDA as of any day during any period referred to below to be more than the ratio set forth opposite such period:

Period	Ratio
March 31, 2002 - June 29, 2002	12.50x
June 30, 2002 - September 29, 2002	10.00x
September 30, 2002 - December 30, 2002	9.00x
December 31, 2002 - March 30, 2003	7.50x
March 31, 2003 - June 29, 2003	5.00x
June 30, 2003 - September 29, 2003	4.50x
September 30, 2003 - December 30, 2003	4.00x
December 31, 2003 - March 30, 2004	4.00x
March 31, 2004 and thereafter	3.50x

SECTION 6.10. EBITDA to Consolidated Debt Service. The Consolidated Group Members shall not permit the ratio of EBITDA to Consolidated Debt Service for the four consecutive fiscal quarters ending on the last day of any fiscal quarter ending on or after December 31, 2003, to be less than 1.0x.

SECTION 6.11. Certain Prepayments of Indebtedness. No Consolidated Group Member shall voluntarily prepay, redeem or defease any Indebtedness at any time that any Loans are outstanding, other than (a) prepayments of Loans, (b) prepayment of revolving credit loans outstanding under the Bank Credit Agreement that do not involve any termination or reduction of (or agreement to terminate or reduce) the commitments to make such loans, (c) prepayments or redemptions of Indebtedness (other than (i) prepayments of Indebtedness under the Bank Credit Agreement that are not described in clause (b) above, (ii) prepayments or redemptions of Indebtedness issued by the Parent, other than (x) Outstanding Old Bond Debt and (y) prepayments described in clause (iii) of the definition of Series C Stock Transaction, and (iii) prepayments or redemptions of other Purchase Money Indebtedness) not exceeding \$150,000,000 in the aggregate for all such prepayments and redemptions made pursuant to this clause (c), and (d) Equity Clawback Prepayments in respect of the Bond Notes, provided that at the time of and after giving effect to any such Equity Clawback Prepayment and any concurrent prepayment of Loans, no Refinancing Period is in effect and the aggregate principal amount of outstanding Loans does not exceed \$250,000,000.

SECTION 6.12. Amount of Bank Facilities. The aggregate principal amount of Indebtedness outstanding under the Bank Credit Documents shall not at any time exceed the sum of (a) the aggregate amount of revolving credit commitments under the Bank Credit Agreement on the Effective Date, minus the aggregate amount of such commitments that have expired or have been terminated or reduced prior to such time, (b) the aggregate amount of Bank Loans made as term loans under the Bank Credit Agreement on the Effective Date, minus the aggregate amount of such Bank Loans repaid or prepaid prior to such time, (c) the aggregate amount of commitments to make Bank Loans to be made as term loans—under the Bank Credit Agreement that are in effect on the Effective Date but are not drawn on the Effective Date, minus the aggregate amount of such commitments that have expired or have been terminated or reduced (without having been drawn upon) prior to such time and the aggregate amount of Bank Loans made pursuant to such commitments that have been repaid or prepaid prior to such time, plus (d) the

aggregate amount of additional Bank Loans made under the Bank Credit Agreement prior to such time the proceeds of which were applied to prepay Loans promptly after the borrowing of such Bank Loans, minus the aggregate amount of such Bank Loans that have been repaid or prepaid prior to such time.

SECTION 6.13. Use of Collateral. (a) The Parent and the Borrowers will not permit any asset constituting Collateral to be outside any Borrower's possession or located on any property not owned by a Borrower, except in accordance with this Section.

(b) A Borrower may lease any assets constituting Collateral to, or otherwise allow any such assets to be in the possession of, any other Restricted Subsidiary or any Affiliate of the Parent (or other Person with which the Parent or a Restricted Subsidiary has entered into an agreement to provide management and operating services) that is in the business of operating assets of the type leased to or possessed by it or any customer of any such Restricted Subsidiary or Affiliate (any such Restricted Subsidiary, Affiliate (or other Person) or customer obtaining a lease with respect to or possession of, or other right to use or possess, such assets, an "Equipment User") if (i) in the case of any such Affiliated Equipment User (A) such Affiliated Equipment User has entered into an Equipment User Agreement and (B) all documents and instruments, including Uniform Commercial Code financing statements, required by law or reasonably requested by either Agent to be filed, registered or recorded to perfect (or maintain the perfection of) the Liens created under the applicable Security Agreement with respect to such assets, and to protect the applicable Borrower's ownership interests therein, shall be so filed, registered or recorded or (ii) in the case of any such customer to which has been leased (or which possesses or otherwise uses) Collateral having a Collateral Cost in excess of \$50,000 (A) such customer has entered into a written lease agreement for (or other written agreement granting such customer the right to possess or use) such assets and such lease (or other agreement) shall have a term not exceeding three years (subject to renewal rights requiring the consent of the lessor) and otherwise be on terms and conditions no less favorable to the applicable Borrower than those customary for leases of similar assets between unaffiliated parties, (B) the assets leased to (or otherwise possessed or used by) such customer shall be of the type described on Schedule 6.13 and (C) such customer shall have entered into an Equipment User Agreement or the lease agreement (or other agreement) with such customer shall include provisions

substantially the same as those that would be included in an Equipment User Agreement; provided that any lease or transfer of possession of any Collateral contemplated hereby shall not relieve any Loan Party of any of its respective obligations under any Loan Document. The foregoing shall not be construed to prohibit (1) the return of any asset constituting Collateral to the vendor thereof or another service provider for repairs, services, modifications or other similar purposes or (2) the storage of any asset constituting Collateral in any warehouse or similar facility.

(c) It is understood that the Parent and the Borrowers intend that a portion of the Collateral will be located and used outside the United States of America; provided that neither the Parent nor any Borrower will permit any asset constituting Collateral to be located outside the United States of America (or to be transferred between jurisdictions outside the United States of America) unless (i) the Parent or the applicable Borrower shall have notified the Lenders thereof reasonably in advance of any such assets being transferred outside the United States of America (or between such jurisdictions) and (ii) the Administrative Agent shall be reasonably satisfied that (A) the laws of the jurisdiction in which such assets are to be located adequately protect the interests of the Lenders in such Collateral, (B) the security interests in such Collateral granted under the applicable Security Agreement will continue to be adequately protected and perfected, (C) there are not any material risks relating to the political or economic stability of the jurisdiction in which such Collateral is to be located or the Person that will possess such Collateral in such jurisdiction, (D) the portion of the Collateral located in such jurisdiction, and in all jurisdictions outside the United States of America, is within acceptable limits and (E) the location of such Collateral in such jurisdiction is not otherwise materially disadvantageous to the Lenders. The applicable Borrower shall deliver to the Lenders, with a copy to the Agents, such legal opinions and other documentation as the Administrative Agent shall reasonably request in connection with its consideration or approval of any proposed transfer of Collateral outside the United States of America or between jurisdictions outside the United States of America.

(d) In order to facilitate the use of Collateral outside the United States of America as contemplated by paragraph (c) above, a Borrower may sell or otherwise transfer title to any asset constituting Collateral to any Foreign Subsidiary that is a Consolidated Group Member; provided that no such asset shall be so sold or transferred

unless (i) all the requirements of paragraph (c) above are satisfied prior to such sale or transfer, (ii) such sale or transfer is made subject to the security interests granted under the applicable Security Agreement and (iii) the applicable Foreign Subsidiary Equipment Owner has entered into an Equipment Owner Agreement with respect to such asset and such other documents and agreements as the Administrative Agent shall reasonably request in order to confirm, protect and perfect the security interests in such asset granted under the applicable Security Agreement. After giving effect to any such sale or transfer, the provisions of this Section shall continue to apply to any subsequent use (or relinquishment of possession or control) of the applicable Collateral by the applicable Foreign Subsidiary Equipment Owner (as though such Foreign Subsidiary Equipment Owner were named as a Borrower herein).

(e) In order to facilitate the use of Collateral outside the United States of America as contemplated by paragraph (c) above, as an alternative to the procedure set forth in paragraph (d) above a Borrower may permit any Foreign Subsidiary that is a Consolidated Group Member to acquire directly from Lucent (or any Affiliate of Lucent), pursuant to the Supply Agreement, any asset that is to constitute a Financed Foreign Subsidiary Asset; provided that no such asset shall be so acquired by a Foreign Subsidiary unless (i) all the requirements of paragraph (c) above are satisfied prior to such acquisition, (ii) the applicable Foreign Subsidiary Equipment Owner has entered into a Foreign Subsidiary Security Agreement and an Equipment Owner Agreement with respect to such asset and such other documents and agreements as the Administrative Agent shall reasonably request in order to confirm, protect and perfect the security interests in such asset granted under such Foreign Subsidiary Security Agreement and (iii) the Designated Borrower shall assume the obligation of the applicable Foreign Subsidiary Equipment Owner to pay the Purchase Price of such asset. After giving effect to any such acquisition, such asset shall constitute "Collateral" for all purposes hereof and the provisions of this Section shall continue to apply to any subsequent use (or relinquishment of possession or control) of the applicable Collateral by the applicable Foreign Subsidiary Equipment Owner (as though such Foreign Subsidiary Equipment Owner were named as a Borrower herein). If there is more than one Borrower hereunder, any Foreign Subsidiary Equipment Owner must enter into separate Foreign Subsidiary Security Agreements with respect to the Collateral financed by the respective Borrowers.

SECTION 6.14. Activities of Borrowers. No Borrower will engage in any business or activity other than the acquisition of assets comprising Collateral, the financing thereof pursuant to this Agreement, the leasing and disposition thereof to Equipment Users as contemplated hereby and activities incidental to the foregoing. No Borrower will incur any liabilities other than its obligations under the Loan Documents to which it is a party and liabilities incidental to its existence and permitted business activities.

ARTICLE VII

Events of Default

If any of the following events ("Events of Default") shall occur:

(a) Any Borrower shall fail duly to pay any principal of any Loan when due, whether at maturity, by notice of intention to prepay or otherwise;

(b) Any Borrower shall fail duly to pay any interest, fee or any other amount payable under the Loan Documents within three Business Days after the same shall be due;

(c) The Loan Parties shall fail duly to observe or perform any term, covenant, or agreement contained in Article VI;

(d) The Loan Parties shall fail duly to observe or perform any other term, covenant or agreement contained in any Loan Document, and such failure shall have continued unremedied for a period of 30 days after written notice is given by the Administrative Agent to the Borrowers and the Parent;

(e) Any representation or warranty made or deemed made by a Loan Party in a Loan Document, or any statement or representation made in any certificate, report or opinion delivered by or on behalf of a Loan Party in connection with a Loan Document, shall prove to have been false or misleading in any material respect when so made or deemed made;

(f) A Loan Party or Bank Loan Party shall fail to pay any Indebtedness (other than obligations hereunder) in an amount of \$25.0 million or more when due and such failure shall continue after the applicable grace period, if any, specified in the agreement or

EXECUTION COPY

SECURITY AGREEMENT dated as of May 9, 2000, between WVF-I LLC, a Delaware limited liability company (the "Grantor"), and BANK OF NEW YORK, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties, as defined herein.

Reference is made to the Credit Agreement dated as of May 4, 2000 (as amended or modified from time to time, the "Credit Agreement"), among, the Grantor, as borrower thereunder, any other borrowers thereunder from time to time party thereto, Winstar Communications, Inc., the lenders party thereto, the Collateral Agent and Lucent Technologies Inc., as administrative agent. The Grantor is a Borrower under the Credit Agreement. The Lenders have agreed to extend credit to the Grantor and any other Borrowers pursuant to, and subject to the terms and conditions specified in, the Credit Agreement. The obligations of the Lenders to extend credit under the Credit Agreement are conditioned upon, among other things, the execution and delivery by the Grantor of a security agreement in the form hereof to secure (a) the due and punctual payment by each Borrower of (i) the principal of and interest on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, and (ii) all other monetary obligations of each Borrower to the Secured Parties under the Credit Agreement, and (b) the due and punctual performance of all other obligations of each Borrower to the Secured Parties under the Credit Agreement and the other Loan Documents (all the foregoing obligations being collectively called the "Obligations").

Accordingly, the Grantor and the Collateral Agent hereby agree as follows:

ARTICLE I

Definitions

SECTION 1.01. Terms Defined in the Credit Agreement. Terms used herein and not otherwise defined herein shall have the meanings set forth in the Credit Agreement.

SECTION 1.02. Definition of Certain Terms Used Herein. As used herein, the following terms shall have the following meanings:

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"Collateral" shall mean all (a) Equipment, (b) General Intangibles (but excluding General Intangibles to the extent that an assignment thereof would violate a restriction on assignment contained therein), and (c) Proceeds.

"Credit Agreement" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"Equipment" shall mean all equipment, furniture and furnishings, and all tangible personal property similar to any of the foregoing, including tools, parts and supplies of every kind and description, and all improvements, accessions or appurtenances thereto, in each case that are now owned or hereafter acquired by the Grantor. The term Equipment shall also include Fixtures.

"Fixtures" shall mean all items of Equipment, whether now owned or hereafter acquired, of the Grantor that become so related to particular real estate that an interest in them arises under any real estate law applicable thereto.

"General Intangibles" shall mean all choses in action and causes of action and all other assignable intangible personal property of the Grantor of every kind and nature now owned or hereafter acquired by the Grantor, including the Grantor's rights under the Supply Agreement and all intellectual property acquired by or granted to the Grantor pursuant to the Supply Agreement.

"Obligations" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"Proceeds" shall mean any consideration received from the sale, exchange, license, lease or other disposition of any asset which constitutes Collateral, including any payment received from any insurer or other Person as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any asset which constitutes Collateral, and shall include any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Secured Parties" shall mean (a) the Lenders, (b) the Administrative Agent and the Collateral Agent, in their capacities as such under each Loan Document and (c) the successors and assigns of the foregoing.

"Security Interest" shall have the meaning assigned to such term in Section 2.01.

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SECTION 1.03. Rules of Interpretation. The rules of interpretation specified in Section 1.03 of the Credit Agreement shall be applicable to this Agreement.

ARTICLE II

Security Interest

SECTION 2.01. Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates and transfers to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of the Grantor's right, title and interest in, to and under the Collateral (the "Security Interest"). Without limiting the foregoing, the Collateral Agent is hereby authorized to file one or more financing statements (including fixture filings, but only to the extent such fixture filings are required pursuant to Section 5.14(c) of the Credit Agreement (the "Fixture Filings")), continuation statements or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by the Grantor without the signature of the Grantor, and naming the Grantor as debtor and the Collateral Agent as secured party.

SECTION 2.02. No Assumption of Liability. The Security Interest is granted as security only and shall not subject the Collateral Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of the Grantor with respect to or arising out of any of the Collateral.

ARTICLE III

Representations and Warranties

The Grantor represents and warrants to the Collateral Agent and the Secured Parties that:

SECTION 3.01. Title and Authority. The Grantor has good and valid rights in and title to the Collateral and has full power and authority to grant to the Collateral Agent the Security Interest in the Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the

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consent or approval of any other Person other than any consent or approval which has been obtained.

SECTION 3.02. Filings. On or prior to the first Borrowing by the Grantor under the Credit Agreement, a Perfection Certificate with respect to the Grantor shall have been duly prepared, completed and executed and the information set forth therein shall be correct and complete. On or prior to the first Borrowing by the Grantor under the Credit Agreement, fully executed Uniform Commercial Code financing statements (including Fixture Filings, as applicable) or other appropriate filings, recordings or registrations containing a description of the Collateral shall have been filed of record in each governmental, municipal or other office specified in Schedule 5 to the Perfection Certificate, which are all the filings, recordings and registrations that are necessary to publish notice of and protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the benefit of the Secured Parties) in respect of all Collateral in which the Security Interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements; provided that fixture filings will only be filed if required by Section 5.14(c) of the Credit Agreement.

SECTION 3.03. Validity of Security Interest. The Security Interest constitutes (a) a legal and valid security interest in all the Collateral securing the payment and performance of the Obligations and (b) a perfected security interest in all Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the Uniform Commercial Code or other applicable law in such jurisdictions; provided that fixture filings will only be filed if required by Section 5.14(c) of the Credit Agreement. The Security Interest is and shall be prior to any other Lien on any of the Collateral, except for Liens expressly permitted by the Credit Agreement that are prior to the Security Interest as a matter of law.

SECTION 3.04. Absence of Other Liens. The Collateral is owned by the Grantor free and clear of any Lien, except for Liens permitted under Section 6.03(b) of the Credit Agreement. The Grantor has not filed or

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consented to the filing of any financing statement or analogous document under the Uniform Commercial Code or any other applicable laws covering any Collateral, except in respect of the Security Interest.

ARTICLE IV

Covenants

SECTION 4.01. Collateral Schedules. (a) Promptly following the delivery of each Borrowing Request by the Grantor under the Credit Agreement, the Grantor will deliver to the Collateral Agent (i) copies of all invoices paid or financed, in whole or in part, with the Loans resulting from such Borrowing Request, together with such other information as shall be necessary to identify each item of Collateral financed thereby and (ii) a schedule indicating the Equipment User or Users that will lease, use or otherwise possess such Collateral and the location or locations of such Collateral.

(b) From time to time (but not less frequently than quarterly), the Grantor will deliver to the Collateral Agent (i) supplements to and corrections of the schedules and other information theretofore delivered to the Collateral Agent sufficient to enable the Collateral Agent to identify each item of Collateral, the jurisdiction in which it is located and the Equipment User that is leasing such Collateral and (ii) copies of all Equipment User Agreements and leases and subleases under which any Collateral is leased (to the extent not previously delivered to the Collateral Agent).

SECTION 4.02. Protection of Security. The Grantor shall, at its own cost and expense, take any and all actions necessary to defend title to the Collateral against all Persons and to defend the Security Interest of the Collateral Agent in the Collateral and the priority thereof against any Lien (except for Liens permitted under Section 6.03(b) of the Credit Agreement).

SECTION 4.03. Further Assurances. The Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent, the Administrative Agent, or any Lender may from time to time reasonably request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and

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delivery of this Agreement, the granting of the Security Interest and the filing of any financing statements (including Fixture Filings) or other documents in connection herewith or therewith.

SECTION 4.04. Inspection and Verification. The Collateral Agent and such Persons as the Collateral Agent may reasonably designate shall have the right, on reasonable advance notice during normal business hours at the Grantor's own cost and expense, to inspect the Collateral, all records related thereto (and to make extracts and copies from such records) and the premises upon which any of the Collateral is located, to discuss the Grantor's affairs with the officers of the Grantor and its independent accountants and to verify under reasonable procedures the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Collateral, including, in the case of Collateral in the possession of any third Person, by contacting the third Person possessing such Collateral for the purpose of making such a verification. Subject to the provisions of Section 9.12 of the Credit Agreement, the Collateral Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party and their agents and representatives.

SECTION 4.05. Taxes; Encumbrances. At its option, the Collateral Agent may discharge past due taxes, assessments, charges, fees, liens, security interests or other encumbrances at any time levied or placed on the Collateral and not permitted under the Loan Documents and may pay for the maintenance and preservation of the Collateral to the extent the Grantor fails to do so as required by the Credit Agreement or this Agreement, and the Grantor agrees to reimburse the Collateral Agent on demand for any payment made or any expense incurred by the Collateral Agent pursuant to the foregoing authorization; provided, however, that nothing in this Section 4.05 shall be interpreted as excusing the Grantor from the performance of, or imposing any obligation on the Collateral Agent or any Secured Party to cure or perform, any covenants or other promises of the Grantor with respect to taxes, assessments, charges, fees, liens, security interests or other encumbrances and maintenance as set forth herein or in the Credit Agreement.

SECTION 4.06. Continuing Obligations of the Grantor. The Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral, all in accordance with the terms and conditions thereof, and the Grantor

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agrees to indemnify and hold harmless the Collateral Agent and the Secured Parties from and against any and all liability for such performance.

SECTION 4.07. Use and Disposition of Collateral.

The Grantor shall not make or permit to be made an assignment, pledge or hypothecation of the Collateral or grant any other Lien (except for Liens permitted under Section 6.03(b) of the Credit Agreement) in respect of the Collateral. The Grantor shall not make or permit to be made any transfer of the Collateral and the Grantor shall remain at all times in possession of the Collateral, except that unless and until the Collateral Agent shall notify (which notice may be given by telephone if promptly confirmed in writing) the Grantor that an Event of Default shall have occurred and be continuing and that during the continuance thereof the Grantor shall not sell, convey, lease, assign, transfer or otherwise dispose of any Collateral, the Grantor may use and dispose of the Collateral in any lawful manner not inconsistent with the provisions of this Agreement or the Credit Agreement.

SECTION 4.08. Insurance and Related Matters.

(a) The Grantor, at its own expense, shall maintain or cause to be maintained insurance covering physical loss or damage to the Collateral in accordance with the provisions of the Credit Agreement and this Agreement.

(b) The Grantor will, maintain, with financially sound and reputable insurance companies with AM Best's rating of A minus (A-) or better, All-Risk property insurance for the full replacement value of all Collateral. All policies of All-Risk property insurance maintained by or for the benefit of the Grantor with respect to the Collateral shall be (i) maintained in an amount not less than the full replacement value of all property thereof, with deductibles or self insured retention not exceeding \$100,000, and (ii) endorsed or otherwise amended to include a "standard" or "New York" lender's loss payable endorsement, in favor of and satisfactory to the Collateral Agent, which endorsement shall provide that the insurance carrier shall pay all proceeds otherwise payable to any Loan Party under such policies directly to the Collateral Agent. All such policies also shall provide that none of the Grantor, the Administrative Agent, the Collateral Agent nor any other party shall be a coinsurer thereunder and shall contain a "Replacement Cost Endorsement", without any deduction for depreciation, "mortgagee's interest"/"breach of warranty coverage" and such other provisions as the Administrative Agent or the Collateral Agent may reasonably require from time to time to protect the interests of the

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Lenders. Each such policy also shall provide that it shall not be canceled (i) by reason of nonpayment of premium except upon not less than 10 days' prior written notice thereof by the insurer to the Administrative Agent and the Collateral Agent (giving the Administrative Agent and the Collateral Agent the right to cure defaults in the payment of premiums) or (ii) for any other reason except upon not less than 30 days' prior written notice thereof by the insurer to the Administrative Agent and the Collateral Agent. The Grantor shall deliver to the Administrative Agent and the Collateral Agent, upon not less than 30 days' prior written notice to the cancellation, modification or nonrenewal of any such policy of insurance, a copy of a renewal or replacement policy (or other evidence of renewal of a policy previously delivered to the Administrative Agent and the Collateral Agent) together with evidence satisfactory to the Administrative Agent and the Collateral Agent of payment of the premium therefor. The Grantor shall notify the Administrative Agent and the Collateral Agent immediately whenever any separate insurance concurrent in form or contributing in the event of loss with that required to be maintained under this Section is taken out by any Loan Party; and shall promptly deliver to the Administrative Agent and the Collateral Agent a duplicate original copy of such policy or policies.

(c) The Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as the Grantor's true and lawful agent (and attorney-in-fact) for the purpose, during the continuance of an Event of Default, of making, settling and adjusting claims in respect of Collateral under policies of insurance, endorsing the name of the Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that the Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, the Collateral Agent may, without waiving or releasing any obligation or liability of the Grantor hereunder or any Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Collateral Agent deems advisable. All sums disbursed by the Collateral Agent in connection with this Section 4.08, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by the Grantor to the Collateral Agent.

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(d) In the event of any casualty or other damage to, or any taking under power of eminent domain or by condemnation or similar proceedings of, any property or asset constituting Collateral, then any and all Net Proceeds from such event shall be deposited with the Collateral Agent to the extent required by Section 5.15 of the Credit Agreement. Subject to the provisions of the Credit Agreement requiring that such Net Proceeds be applied to prepay Loans in the event of a Collateral Trigger Event, the Collateral Agent will hold such Net Proceeds and, provided that the Grantor elects to repair, restore or replace the affected property or asset in accordance with the definition of the term "Collateral Trigger Event" set forth in the Credit Agreement, the Collateral Agent will release such Net Proceeds from time to time to pay the costs of such repair, restoration or replacement; provided that (i) such repair, restoration or replacement shall comply with the requirements set forth in such definition of "Collateral Trigger Event" and (ii) as a condition of any release of funds, the Collateral Agent may require delivery of evidence reasonably satisfactory to it of compliance with such requirements. The Collateral Agent shall invest any portion of the funds held by it from time to time pursuant to this paragraph as directed in writing from time to time by the Grantor. Any such investment shall be made only in Temporary Cash Investments, shall be at the Grantor's risk and the earnings thereon shall be credited to the funds then held by the Collateral Agent hereunder for the Grantor's account. The Collateral Agent shall not be liable for any interest on uninvested funds. If any Event of Default occurs and is continuing, the Collateral Agent may, in its discretion, apply any funds then held by it hereunder as provided in Section 6.02.

ARTICLE V

Power of Attorney

SECTION 5.01. Power of Attorney. The Collateral Agent shall have the right, as the true and lawful agent and attorney-in-fact of the Grantor, with power of substitution for the Grantor and in the Grantor's name or otherwise, for the use and benefit of the Collateral Agent and the Secured Parties, upon the occurrence and during the continuance of an Event of Default (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to commence

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and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (d) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; and (e) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Collateral for all purposes; provided, however, that nothing herein contained shall be construed as requiring or obligating the Collateral Agent or any Secured Party to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent or any Secured Party, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby, and no action taken or omitted to be taken by the Collateral Agent or any Secured Party with respect to the Collateral or any part thereof shall give rise to any defense, counterclaim or offset in favor of the Grantor or to any claim or action against the Collateral Agent or any Secured Party. It is understood and agreed that the appointment of the Collateral Agent as the agent and attorney-in-fact of the Grantor for the purposes set forth above is coupled with an interest and is irrevocable. The provisions of this Section shall in no event relieve the Grantor of any of its obligations hereunder or under the Credit Agreement with respect to the Collateral or any part thereof or impose any obligation on the Collateral Agent or any Secured Party to proceed in any particular manner with respect to the Collateral or any part thereof, or in any way limit the exercise by the Collateral Agent or any Secured Party of any other or further right which it may have on the date of this Agreement or hereafter, whether hereunder, under any other Loan Document, by law or otherwise.

ARTICLE VI

Remedies

SECTION 6.01. Remedies upon Default. Upon the occurrence and during the continuance of an Event of Default, the Grantor agrees to deliver each item of Collateral to the Collateral Agent on demand, and it is agreed that the Collateral Agent shall have the right with or without legal process and with or without previous notice

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or demand for performance, to take possession of the Collateral or any part thereof (at the same or different times) and without liability for trespass to enter any premises where the Collateral or any part thereof may be located for the purpose of taking possession of or removing the Collateral and, generally, to exercise any and all rights afforded to a secured party under the Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, the Grantor agrees that the Collateral Agent shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Collateral, at public or private sale for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate. Upon consummation of any such sale the Collateral Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of the Grantor, and the Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal which the Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Collateral Agent shall give the Grantor 10 days' written notice (which the Grantor agrees is reasonable notice within the meaning of Section 9-504(3) of the Uniform Commercial Code as in effect in the State of New York or its equivalent in other jurisdictions) of the Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice of such public sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole and absolute discretion) determine. The Collateral Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Collateral Agent

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until the sale price is paid by the purchaser or purchasers thereof, but the Collateral Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Section, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of the Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any Obligation then due and payable to such Secured Party from the Grantor as a credit against the purchase price and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to the Grantor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Collateral Agent shall be free to carry out such sale pursuant to such agreement and the Grantor shall not be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Collateral Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver.

SECTION 6.02. Application of Proceeds. The Collateral Agent shall apply the proceeds of any collection or sale of the Collateral, as well as any Collateral consisting of cash, as follows:

FIRST, to the payment of all costs and expenses incurred by the Administrative Agent or the Collateral Agent (in its capacity as such hereunder or under any other Loan Document) in connection with such collection or sale or otherwise in connection with this Agreement or any of the Obligations, including all court costs and the fees and expenses of its agents and legal counsel, the repayment of all advances made by the Collateral Agent or the Administrative Agent hereunder or under any other Loan Document on behalf of the Grantor and any other costs or expenses incurred in

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connection with the exercise of any right or remedy hereunder or under any other Loan Document;

SECOND, to the payment in full of the Obligations (the amounts so applied to be distributed among the Secured Parties pro rata in accordance with the amounts of the Obligations owed to them on the date of any such distribution); and

THIRD, to the Grantor, its successors or assigns, or as a court of competent jurisdiction may otherwise direct.

Subject to the instructions of the Required Lenders, the Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of the Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof.

ARTICLE VII

Miscellaneous

SECTION 7.01. Notices. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Credit Agreement.

SECTION 7.02. Security Interest Absolute. All rights of the Collateral Agent hereunder, the Security Interest and all obligations of the Grantor hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement or any other Loan Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment

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or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations, or (d) any other circumstance which might otherwise constitute a defense available to, or a discharge of, the Grantor in respect of the Obligations or this Agreement.

SECTION 7.03. Survival of Agreement. All covenants, agreements, representations and warranties made by the Grantor herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the Secured Parties and shall survive the making by the Lenders of the Loans, regardless of any investigation made by the Secured Parties or on their behalf, and shall continue in full force and effect until this Agreement shall terminate.

SECTION 7.04. Binding Effect. This Agreement shall become effective when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantor and the Collateral Agent and their respective successors and assigns, and shall inure to the benefit of the Grantor, the Collateral Agent and the other Secured Parties and their respective successors and assigns, except that the Grantor shall not have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement or the Credit Agreement.

SECTION 7.05. Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of the Grantor or the Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

SECTION 7.06. Collateral Agent Appointed Attorney-in-Fact. The Grantor hereby appoints the Collateral Agent the attorney-in-fact of the Grantor for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument which the Collateral Agent may deem necessary or advisable to accomplish the purposes hereof, which appointment is irrevocable and coupled with an interest.

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SECTION 7.07. Collateral Agent's Fees and Expenses; Indemnification. (a) The Grantor agrees to pay upon demand to the Collateral Agent the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts or agents, which the Collateral Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody or preservation of, or the sale of, collection from or other realization upon any of the Collateral, (iii) the exercise, enforcement or protection of any of the rights of the Collateral Agent hereunder or (iv) the failure of the Grantor to perform or observe any of the provisions hereof.

(b) Without limitation of its indemnification obligations under the other Loan Documents, the Grantor agrees to indemnify the Collateral Agent and the other Indemnitees against, and hold each of them harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable counsel fees and expenses incurred by or asserted against any of them arising out of, in any way connected with, or as a result of, the execution, delivery or performance of this Agreement or any claim, litigation, investigation or proceeding relating hereto or to the Collateral, whether or not any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee.

(c) The provisions of this Section 7.07 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Document; the consummation of the transactions contemplated hereby, the repayment of any of the Loans, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Collateral Agent or any Secured Party. All amounts due under this Section 7.07 shall be payable on written demand therefor.

(d) Notwithstanding the foregoing, the obligations of the Grantor hereunder with respect to payment of fees, charges and disbursements of counsel will be limited to (i) Cravath, Swaine & Moore, special counsel to Lucent and the Administrative Agent (or such other single firm acting in such capacity from time to time), (ii) Sullivan & Cromwell, special counsel to the Collateral Agent (or such other single firm acting in such capacity from time to time), (iii) one other firm of counsel to the

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Collateral Agent, the Administrative Agent and the Lenders in each jurisdiction and (iv) if necessary, special counsel to the Collateral Agent, the Administrative Agent and the Lenders in such areas as telecommunications regulations.

SECTION 7.08. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 7.09. Waivers; Amendment. (a) No failure or delay of the Collateral Agent in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Collateral Agent hereunder and of the Collateral Agent, the Administrative Agent and the Secured Parties under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provisions of this Agreement or any other Loan Document or consent to any departure by the Grantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Grantor in any case shall entitle the Grantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except in accordance with Section 9.02 of the Credit Agreement.

SECTION 7.10. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.10.

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SECTION 7.11. Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7.12 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract, and shall become effective as provided in Section 7.04.

SECTION 7.13 Headings. Article and Section headings used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 7.14. Jurisdiction; Consent to Service of Process. (a) The Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the other Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Collateral Agent or any Secured Party may otherwise have to bring any action or proceeding relating to this Agreement or the other Loan Documents against the Grantor or its properties in the courts of any jurisdiction.

(b) The Grantor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or

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the other Loan Documents in any New York State court or Federal court sitting in New York City. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 7.01. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 7.15. Termination. This Agreement and the Security Interest shall terminate when all the Obligations have been indefeasibly paid in full and the Lenders have no further commitment to lend under the Credit Agreement, at which time the Collateral Agent shall execute and deliver to the Grantor, at the Grantor's expense, all Uniform Commercial Code termination statements and similar documents which the Grantor shall reasonably request to evidence such termination and release of the Security Interest. Any execution and delivery of termination statements or documents pursuant to this Section 7.15 shall be without recourse to or warranty by the Collateral Agent. If pursuant to Section 2.20 of the Credit Agreement, the Grantor ceases to be a "Borrower" under the Credit Agreement, the Grantor shall automatically be released from its obligations hereunder and the Security Interest in the Collateral of the Grantor shall be automatically released; provided that, if required by the Bank Credit Agreement, the Liens granted under this Agreement that secured the Obligations prior to the effectiveness of such release shall not terminate, but shall be assigned by the Collateral Agent. This Agreement and the Security Interest shall also be subject to termination or assignment as expressly provided in Sections 2.20 and 2.22 of the Credit Agreement.

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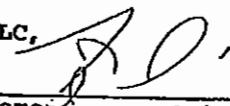
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

WVF-I LLC,

by


Name: Frederic E. Rubin
Title: Vice President, Treasurer

BANK OF NEW YORK, as
Collateral Agent,

by

Name: _____
Title: _____

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IN WITNESS WHEREOF, the parties hereto have duly
executed this Agreement as of the day and year first above
written.

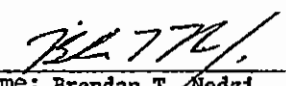
WVF-I LLC,

by

Name: _____
Title: _____

BANK OF NEW YORK, as Collateral
Agent,

by


Name: Brendan T. Nedzi
Title: Senior Vice President

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EXECUTION COPY

SECURITY AGREEMENT dated as of December

22, 2000, between WVF-LU2, LLC, a Delaware limited liability company (the "Grantor"), and BANK OF NEW YORK, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties, as defined herein.

Reference is made to the Credit Agreement dated as of May 4, 2000 (as amended as of June 23, 2000, and as amended or modified from time to time, the "Credit Agreement"), among, the Grantor, as borrower thereunder, any other borrowers thereunder: from time to time party thereto, Winstar Communications, Inc., the lenders party thereto, the Collateral Agent and Lucent Technologies Inc., as administrative agent. The Grantor is a Borrower under the Credit Agreement. The Lenders have agreed to extend credit to the Grantor and any other Borrowers pursuant to, and subject to the terms and conditions specified in, the Credit Agreement. The obligations of the Lenders to extend credit under the Credit Agreement: are conditioned upon, among other things, the execution and delivery by the Grantor of a security agreement in the form hereof to secure (a) the due and punctual payment by each Borrower of (i) the principal of and interest on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, and (ii) all other monetary obligations of each Borrower to the Secured Parties under the Credit Agreement, and (b) the due and punctual performance of all other obligations of each Borrower to the Secured Parties under the Credit Agreement and the other Loan Documents (all the foregoing obligations being collectively called the "Obligations").

Accordingly, the Grantor and the Collateral Agent hereby agree as follows:

ARTICLE I

Definitions

SECTION 1.01. Terms Defined in the Credit Agreement. Terms used herein and not otherwise defined herein shall have the meanings set forth in the Credit Agreement.

SECTION 1.02. Definition of Certain Terms Used Herein. As used herein, the following terms shall have the following meanings:

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"Collateral" shall mean all (a) Equipment, (b) General Intangibles (but excluding General Intangibles to the extent that an assignment thereof would violate a restriction on assignment contained therein), and (c) Proceeds.

"Credit Agreement" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"Equipment" shall mean all equipment, furniture and furnishings, and all tangible personal property similar to any of the foregoing, including tools, parts and supplies of every kind and description, and all improvements, accessions or appurtenances thereto, in each case that are now owned or hereafter acquired by the Grantor. The term Equipment shall also include Fixtures.

"Fixtures" shall mean all items of Equipment, whether now owned or hereafter acquired, of the Grantor that become so related to particular real estate that an interest in them arises under any real estate law applicable thereto.

"General Intangibles" shall mean all choses in action and causes of action and all other assignable intangible personal property of the Grantor of every kind and nature now owned or hereafter acquired by the Grantor, including the Grantor's rights under the Supply Agreement and all intellectual property, acquired by or granted to the Grantor pursuant to the Supply Agreement.

"Obligations" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"Proceeds" shall mean any consideration received from the sale, exchange, license, lease or other disposition of any asset which constitutes Collateral, including any payment received from any insurer or other person as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any asset which constitutes Collateral, and shall include any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Secured Parties" shall mean (a) the Lenders, (b) the Administrative Agent and the Collateral Agent, in their capacities as such under each Loan Document and (c) the successors and assigns of the foregoing.

"Security Interest" shall have the meaning assigned to such term in Section 2.01.

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SECTION 1.03. Rules of Interpretation. The rules of interpretation specified in Section 1.03 of the Credit Agreement shall be applicable to this Agreement.

ARTICLE II

Security Interest

SECTION 2.01. Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates and transfers to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of the Grantor's right, title and interest in, to and under the Collateral (the "Security Interest"). Without limiting the foregoing, the Collateral Agent is hereby authorized to file one or more financing statements (including fixture filings, but only to the extent such fixture filings are required pursuant to Section 5.14(c) of the Credit Agreement (the "Fixture Filings")), continuation statements or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by the Grantor without the signature of the Grantor, and naming the Grantor as debtor and the Collateral Agent as secured party.

SECTION 2.02. No Assumption of Liability. The Security Interest is granted as security only and shall not subject the Collateral Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of the Grantor with respect to or arising out of any of the Collateral.

ARTICLE III

Representations and Warranties

The Grantor represents and warrants to the Collateral Agent and the Secured Parties that:

SECTION 3.01. Title and Authority. The Grantor has good and valid rights in and title to the Collateral and has full power and authority to grant to the Collateral Agent the Security Interest in the Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or

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approval of any other Person other than any consent or approval which has been obtained.

SECTION 3.02. FFilings. On or prior to the first Borrowing by the Grantor under the Credit Agreement, a Perfection Certificate with respect to the Grantor shall have been duly prepared, completed and executed and the information set forth therein shall be correct and complete. On or prior to the first Borrowing by the Grantor under the Credit Agreement, fully executed Uniform Commercial Code financing statements (including Fixture Filings, as applicable) or other appropriate filings, recordings or registrations containing a description of the Collateral shall have been filed of record in each governmental, municipal or other office specified in Schedule 5 to the Perfection Certificate, which are all the filings, recordings and registrations that are necessary to publish notice of and protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the benefit of the Secured Parties) in respect of all Collateral in which the Security Interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refiling, recording, rerecording, re-registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements; provided that : fixture filings will only be filed if required by Section 5.14(c) of the Credit Agreement.

SECTION 3.03. VValidity of Security Interest. The Security Interest constitutes (a) a legal and valid security interest in all the Collateral securing the payment and performance of the Obligations and (b) a perfected security interest in all Collateral in which a security interest may be perfected by filing, rerecording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the Uniform Commercial Code or other applicable law in such jurisdictions; provided that fixture filings will only be filed if required by Section 5.14(c) of the Credit Agreement. The Security Interest is and shall be prior to any other Lien on any of the Collateral, except for Liens expressly permitted by the Credit Agreement that are prior to the Security Interest as a matter of law.

SECTION 3.04. I Absence of Other Liens. The Collateral is owned by the Grantor free and clear of any Lien, except for Liens permitted under Section 6.03(b) of the Credit Agreement. The Grantor has not filed or consented to the filing of any financing statement or analogous document

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under the Uniform Commercial Code or any other applicable laws covering any Collateral, except in respect of the Security Interest.

ARTICLE IV

Covenants

SECTION 4.01. Collateral Schedules. (a) Promptly following the delivery of each Borrowing Request by the Grantor under the Credit Agreement, the Grantor will deliver to the Collateral Agent (i) copies of all invoices paid or financed, in whole or in part, with the Loans resulting from such Borrowing Request, together with such other information as shall be necessary to identify each item of Collateral financed thereby and (ii) a schedule indicating the Equipment User or Users that will lease, use or otherwise possess such Collateral and the location or locations of such Collateral.

(b) From time to time (but not less frequently than quarterly), the Grantor will deliver to the Collateral Agent (i) supplements to and corrections of the schedules and other information theretofore delivered to the Collateral Agent sufficient to enable the Collateral Agent to identify each item of Collateral, the jurisdiction in which it is located and the Equipment User that is leasing such Collateral and (ii) copies of all Equipment User Agreements and leases and subleases under which any Collateral is leased (to the extent not previously delivered to the Collateral Agent).

SECTION 4.02. Protection of Security. The Grantor shall, at its own cost and expense, take any and all actions necessary to defend title to the Collateral against all Persons and to defend the Security Interest of the Collateral Agent in the Collateral and the priority thereof against any Lien (except for Liens permitted under Section 6.03(b) of the Credit Agreement).

SECTION 4.03. Further Assurances. The Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent, the Administrative Agent, or any Lender may from time to time reasonably request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing of any financing statements

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(including Fixture Filings)) or other documents in connection herewith or therewith.

SECTION 4.04. Inspection and Verification. The Collateral Agent and such Persons as the Collateral Agent may reasonably designate shall have the right, on reasonable advance notice during normal business hours at the Grantor's own cost and expense, to inspect the Collateral, all records related thereto (and to make extracts and copies from such records) and the premises upon which any of the Collateral is located, to discuss the Grantor's affairs with the officers of the Grantor and its independent accountants and to verify under reasonable procedures the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Collateral, including, in the case of Collateral in the possession of any third Person, by contacting the third Person possessing such Collateral for the purpose of making such a verification. Subject to the provisions of Section 9.12.2 of the Credit Agreement, the Collateral Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party and their agents and representatives.

SECTION 4.05. Taxes; Encumbrances. At its option, the Collateral Agent may discharge past due taxes, assessments, charges, fees, liens, security interests or other encumbrances at any time levied or placed on the Collateral and not permitted under the Loan Documents and may pay for the maintenance and preservation of the Collateral to the extent the Grantor fails to do so as required by the Credit Agreement or this Agreement, and the Grantor agrees to reimburse the Collateral Agent on demand for any payment made or any expense incurred by the Collateral Agent pursuant to the foregoing authorization; provided, however, that nothing in this Section 4.05 shall be interpreted as excusing the Grantor from the performance of, or imposing any obligation on the Collateral Agent or any Secured Party to cure or perform, any covenants or other promises of the Grantor with respect to taxes, assessments, charges, fees, liens, security interests or other encumbrances and maintenance as set forth herein or in the Credit Agreement.

SECTION 4.06. Continuing Obligations of the Grantor. The Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral, all in accordance with the terms and conditions thereof, and the Grantor agrees to indemnify and hold harmless the Collateral Agent and the Secured Parties from and against any and all liability for such performance.

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SECTION 4.07. Use and Disposition of Collateral.

The Grantor shall not make or permit to be made an assignment, pledge or hypothecation of the Collateral or grant any other Lien (except for Liens permitted under Section 6.03(b) of the Credit Agreement) in respect of the Collateral. The Grantor shall not make or permit to be made any transfer of the Collateral and the Grantor shall remain at all times in possession of the Collateral, except that unless and until the Collateral Agent shall notify (which notice may be given by telephone if promptly confirmed in writing) the Grantor that an Event of Default shall have occurred and be continuing, and that during the continuance thereof the Grantor shall not sell, convey, lease, assign, transfer or otherwise dispose of any Collateral, the Grantor may use and dispose of the Collateral in any lawful manner not inconsistent with the provisions of this Agreement or the Credit Agreement.

SECTION 4.08. Insurance and Related Matters.

(a) The Grantor, at its own expense, shall maintain or cause to be maintained insurance covering physical loss or damage to the Collateral in accordance with the provisions of the Credit Agreement and this Agreement.

(b) The Grantor will, maintain, with financially sound and reputable insurance companies with AM Best's rating of A minus (A-) or better, All-Risk property insurance for the full replacement value of all Collateral. All policies of All-Risk property insurance maintained by or for the benefit of the Grantor with respect to the Collateral shall be (i) maintained in an amount not less than the full replacement value of all property thereof, with deductibles or self insured retention not exceeding \$100,000, and (ii) endorsed or otherwise amended to include a "standard" or "New York" lender's loss payable endorsement, in favor of and satisfactory to the Collateral Agent, which endorsement shall provide that the insurance carrier shall pay all proceeds otherwise payable to any Loan Party under such policies directly to the Collateral Agent. All such policies also shall provide that none of the Grantor, the Administrative Agent, the Collateral Agent nor any other party shall be a coinsurer thereunder and shall contain a "Replacement Cost Endorsement", without any deduction for depreciation, "mortgagee's interest"/"breach of warranty coverage" and such other provisions as the Administrative Agent or the Collateral Agent may reasonably require from time to time to protect the interests of the Lenders. Each such policy also shall provide that it shall not be canceled (i) by reason of nonpayment of premium except upon not less than 10 days' prior written notice thereof by the insurer to the Administrative Agent and the Collateral Agent (giving the

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Administrative Agent and the Collateral Agent the right to cure defaults in the payment of premiums) or (ii) for any other reason except upon not less than 30 days' prior written notice thereof by the insurer to the Administrative Agent and the Collateral Agent. The Grantor shall deliver to the Administrative Agent and the Collateral Agent, upon not less than 30 days' prior written notice to the cancellation, modification or nonrenewal of any such policy of insurance, a copy of a renewal or replacement policy (or other evidence of renewal of a policy previously delivered to the Administrative Agent and the Collateral Agent) together with evidence satisfactory to the Administrative Agent and the Collateral Agent of payment of the premium therefor. The Grantor shall notify the Administrative Agent and the Collateral Agent immediately whenever any separate insurance concurrent in form or contributing in the event of loss with that required to be maintained under this Section is taken out by any Loan Party, and shall promptly deliver to the Administrative Agent and the Collateral Agent a duplicate original copy of such policy or policies.

(c) The Grantor : irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as the Grantor's true and lawful agent (and attorney-in-fact) for the purpose, during the continuance of an Event of Default, of making, settling and adjusting claims in respect of Collateral under policies of insurance, and endorsing the name of the Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that the Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, the Collateral Agent may, without waiving or releasing any obligation or liability of the Grantor hereunder or any Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Collateral Agent deems advisable. All sums disbursed by the Collateral Agent in connection with this Section 4.08, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by the Grantor to the Collateral Agent.

(d) In the event of any casualty or other damage to, or any taking under power of eminent domain or by condemnation or similar proceedings of, any property or asset constituting Collateral, then any and all Net Proceeds from such event shall be deposited with the Collateral Agent to the extent required by Section 5.15 of the Credit Agreement.

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Subject to the provisions of the Credit Agreement requiring that such Net Proceeds be applied to prepay Loans in the event of a Collateral Trigger Event, the Collateral Agent will hold such Net Proceeds and, provided that the Grantor elects to repair, restore or replace the affected property or asset in accordance with the definition of the term "Collateral Trigger Event," set forth in the Credit Agreement, the Collateral Agent will release such Net Proceeds from time to time to pay the costs of such repair, restoration or replacement; provided that (i) such repair, restoration or replacement shall comply with the requirements set forth in such definition of "Collateral Trigger Event" and (ii) as a condition of any release of funds, the Collateral Agent may require delivery of evidence reasonably satisfactory to it of compliance with such requirements. The Collateral Agent shall invest any portion of the funds held by it from time to time pursuant to this paragraph as directed in writing from time to time by the Grantor. Any such investment shall be made only in Temporary Cash Investments, shall be at the Grantor's risk and the earnings thereon shall be credited to the funds then held by the Collateral Agent hereunder for the Grantor's account. The Collateral Agent shall not be liable for any interest on uninvested funds. If any Event of Default occurs and is continuing, the Collateral Agent may, in its discretion, apply any funds then held by it hereunder as provided in Section 6.0.02.

ARTICLE V

Power of Attorney

SECTION 5.01. Power of Attorney. The Collateral Agent shall have the right, as the true and lawful agent and attorney-in-fact of the Grantor, with power of substitution for the Grantor and in the Grantor's name or otherwise, for the use and benefit of the Collateral Agent and the Secured Parties, upon the occurrence and during the continuance of an Event of Default (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (d) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; and (e) to use, sell, assign, transfer, pledge,

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make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Collateral for all purposes; provided, however, that nothing herein contained shall be construed as requiring or obligating the Collateral Agent or any Secured Party to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent or any Secured Party, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby, and no action taken or omitted to be taken by the Collateral Agent or any Secured Party with respect to the Collateral or any part thereof shall give rise to any defense, counterclaim or offset in favor of the Grantor or to any claim or action against the Collateral Agent or any Secured Party. It is understood and agreed that the appointment of the Collateral Agent as the agent and attorney-in-fact of the Grantor for the purposes set forth above is coupled with an interest and is irrevocable. The provisions of this Section shall in no event relieve the Grantor of any of its obligations hereunder or under the Credit Agreement with respect to the Collateral or any part thereof or impose any obligation on the Collateral Agent or any Secured Party to proceed in any particular manner with respect to the Collateral or any part thereof, or in any way limit the exercise by the Collateral Agent or any Secured Party of any other or further right which it may have on the date of this Agreement or hereafter, whether hereunder, under any other Loan Document, by law or otherwise.

ARTICLE VI

1 Remedies

SECTION 6.01. Remedies Upon Default. Upon the occurrence and during the continuance of an Event of Default, the Grantor agrees to deliver each item of Collateral to the Collateral Agent on demand, and it is agreed that the Collateral Agent shall have the right with or without legal process and with or without previous notice or demand for performance, to take possession of the Collateral or any part thereof (at the same or different times) and without liability for trespass to enter any premises where the Collateral or any part thereof may be located for the purpose of taking possession of or removing the Collateral and, generally, to exercise any and all rights afforded to a secured party under the Uniform Commercial Code or other

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applicable law. Without limiting the generality of the foregoing, the Grantor agrees that the Collateral Agent shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Collateral, at a public or private sale for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate. Upon consummation of any such sale the Collateral Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of the Grantor, and the Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal which the Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Collateral Agent shall give the Grantor 10 days' written notice (which the Grantor agrees is reasonable notice within the meaning of Section 9-504(3) of the Uniform Commercial Code as in effect in the State of New York or its equivalent in other jurisdictions) of the Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice of such public sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole and absolute discretion) determine. The Collateral Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Collateral Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Section, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption,

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stay, valuation or appraisal on the part of the Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any Obligation then due and payable to such Secured Party from the Grantor as a credit against the purchase price and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to the Grantor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Collateral Agent shall be free to carry out such sale pursuant to such agreement and the Grantor shall not be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Collateral Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver.

SECTION 6.02. Application of Proceeds. The Collateral Agent shall apply the proceeds of any collection or sale of the Collateral, as well as any Collateral consisting of cash, as follows:

FIRST, to the payment of all costs and expenses incurred by the Administrative Agent or the Collateral Agent (in its capacity as such hereunder or under any other Loan Document) in connection with such collection or sale or otherwise in connection with this Agreement or any of the Obligations, including all court costs and the fees and expenses of its agents and legal counsel, the repayment of all advances made by the Collateral Agent or the Administrative Agent hereunder or under any other Loan Document on behalf of the Grantor and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document;

SECOND, to the payment in full of the Obligations (the amounts so applied to be distributed among the Secured Parties pro rata in accordance with the amounts of the Obligations owed to them on the date of any such distribution); and

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THIRD, to the Grantor, its successors or assigns, or as a court of competent jurisdiction may otherwise direct.

Subject to the instructions of the Required Lenders, the Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of the Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof.

ARTICLE VII

Miscellaneous

SECTION 7.01. Notices. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Credit Agreement.

SECTION 7.02. Security Interest Absolute. All rights of the Collateral Agent hereunder, the Security Interest and all obligations of the Grantor hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement or any other Loan Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations, or (d) any other circumstance which might otherwise constitute a defense available to, or a discharge of, the Grantor in respect of the Obligations or this Agreement.

SECTION 7.03. Survival of Agreement. All covenants, agreements, representations and warranties made by the Grantor herein and in the certificates or other

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instruments prepared or delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the Secured Parties and shall survive the making by the Lenders of the Loans, regardless of any investigation made by the Secured Parties or on their behalf, and shall continue in full force and effect until this Agreement shall terminate.

SECTION 7.04. B Binding Effect. This Agreement shall become effective when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantor and the Collateral Agent and their respective successors and assigns, and shall inure to the benefit of the Grantor, the Collateral Agent and the other Secured Parties and their respective successors and assigns, except that the Grantor shall not have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement or the Credit Agreement.

SECTION 7.05. S Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of the Grantor or the Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

SECTION 7.06. C Collateral Agent Appointed Attorney-in-Fact. The Grantor hereby appoints the Collateral Agent the attorney-in-fact of the Grantor for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument which the Collateral Agent may deem necessary or advisable to accomplish the purposes hereof, which appointment is irrevocable and coupled with an interest.

SECTION 7.07. C Collateral Agent's Fees and Expenses; Indemnification. (a) The Grantor agrees to pay upon demand to the Collateral Agent the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts or agents, which the Collateral Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody or preservation of, or the sale of, collection from or other realization upon any of the Collateral, (iii) the exercise, enforcement or protection of any of the rights of the

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Collateral Agent hereunder or (iv) the failure of the Grantor to perform or observe any of the provisions hereof.

(b) Without limitation of its indemnification obligations under the other Loan Documents, the Grantor agrees to indemnify the Collateral Agent and the other Indemnitees against, and hold each of them harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable counsel fees and expenses incurred by or asserted against any of them arising out of, in any way connected with, or as a result of, the execution, delivery or performance of this Agreement or any claim, litigation, investigation or proceeding relating hereto or to the Collateral, whether or not any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee.

(c) The provisions of this Section 7.07 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Document, the consummation of the transactions contemplated hereby, the repayment of any of the Loans, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Collateral Agent or any Secured Party. All amounts due under this Section 7.07 shall be payable on written demand therefor.

(d) Notwithstanding the foregoing, the obligations of the Grantor hereunder with respect to payment of fees, charges and disbursements of counsel will be limited to (i) Cravath, Swaine & Moore, special counsel to Lucent and the Administrative Agent (or such other single firm acting in such capacity from time to time), (ii) Sullivan & Cromwell, special counsel to the Collateral Agent (or such other single firm acting in such capacity from time to time), (iii) one other firm of counsel to the Collateral Agent, the Administrative Agent and the Lenders in each jurisdiction and (iv) if necessary, special counsel to the Collateral Agent, the Administrative Agent and the Lenders in such areas as telecommunications regulations.

SECTION 7.08. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

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SECTION 7.09. ~~Waivers; Amendment.~~ (a) No failure or delay of the Collateral Agent in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Collateral Agent hereunder and of the Collateral Agent, the Administrative Agent and the Secured Parties under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provisions of this Agreement or any other Loan Document or consent to any departure by the Grantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Grantor in any case shall entitle the Grantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except in accordance with Section 9.1.02 of the Credit Agreement.

SECTION 7.10. ~~W~~WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.10.

SECTION 7.11. ~~S~~Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

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SECTION 7.12 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract, and shall become effective as provided in Section 7.04.

SECTION 7.13 Headings. Article and Section headings used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 7.14. Jurisdiction; Consent to Service of Process. (a) The Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the other Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Collateral Agent or any Secured Party may otherwise have to bring any action or proceeding relating to this Agreement or the other Loan Documents against the Grantor or its properties in the courts of any jurisdiction.

(b) The Grantor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the other Loan Documents in any New York State court or Federal court sitting in New York City. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party, to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 7.01. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

<<NYCorg-4285302.2:44080:12/26/00-1:03>>

L001748

B1829

SECTION 7.15. Termination. This Agreement and the Security Interest shall terminate when all the Obligations have been indefeasibly paid in full and the Lenders have no further commitment to lend under the Credit Agreement, at which time the Collateral Agent shall execute and deliver to the Grantor, at the Grantor's expense, all Uniform Commercial Code termination statements and similar documents which the Grantor shall reasonably request to evidence such termination and release of the Security Interest. Any execution and delivery of termination statements or documents pursuant to this Section 7.15 shall be without recourse to or warranty by the Collateral Agent. If pursuant to Section 2.20 of the Credit Agreement, the Grantor ceases to be a "Borrower" under the Credit Agreement, the Grantor shall automatically be released from its obligations hereunder and the Security Interest in the Collateral of the Grantor shall be automatically released; provided that, if required by the Bank Credit Agreement, the Liens granted under this Agreement that secured the Obligations prior to the effectiveness of such release shall not terminate, but shall be assigned by the Collateral Agent. This Agreement and the Security Interest shall also be subject to termination or assignment as expressly provided in Sections 2.20 and 2.22 of the Credit Agreement.

<<NWCorp-1178162,2144000,12/20/00-2:02a>>

L001749

B1830

IN WITNESS WHEREOF, the parties hereto have duly
executed this Agreement as of the day and year first above
written.

WVF-LQ2, LMO,

by 

Name:

Title:

BANK OF NEW YORK, as
Collateral Agent,

by _____

Name:

Title:

L001750

B1831

IN WITNESS WHEREOF, the parties hereto have duly
executed this Agreement as of the day and year first above
written.

WVF-LU2, LLC,

by _____

Name:
Title:

BANK OF NEW YORK, as
Collateral Agent,

by 

Name: JAMES W. WHITAKER
Title: SENIOR VICE PRESIDENT

L001751

B1832

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

WINSTAR COMMUNICATIONS,
INC., et al.,
Debtor
Christine C. Shubert,
Chapter 7 Trustee
of Winstar
Communications, Inc.
and Winstar Wireless, Inc.
Plaintiff

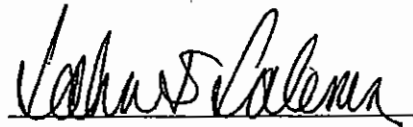
CASE NO. 01-1430

v.

LUCENT TECHNOLOGIES INC.
Defendant

EXPERT REPORT OF JOHN I. SALOMON

March 29, 2004



1201 Eye Street, NW, Suite 400
Washington, DC 20005

202-312-9162

B1833

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CREDIT AGREEMENT

dated as of

October 21, 1998

among

WINSTAR NETWORK EXPANSION, LLC,

WINSTAR COMMUNICATIONS, INC.,

The Lenders Party Hereto,

STATE STREET BANK AND TRUST COMPANY,
as Collateral Agent,

and

LUCENT TECHNOLOGIES INC.,
as Administrative Agent

[Reference No. 7725-042]

[NYCORP, 690042]



CONFIDENTIAL WC 0019924

B1835

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[INFORM, 690042]

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B1839

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Exhibit F -- Form of Equipment User Agreement

{NYCOMP#690042}

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requirements of the foregoing proviso, then a "Collateral Trigger Event" shall be deemed to have occurred at the expiration of such 180-day (or, if applicable 360-day) period.

"Collateral Trigger Threshold" means, at any time, an amount equal to the greater of \$5,000,000 or 2.50% of the total Collateral Cost of all properties and assets constituting Collateral at the time.

"Commitment" means, with respect to each Lender, the commitment, if any, of such Lender to make Loans hereunder during any Availability Period, expressed as an amount representing the maximum principal amount of the Loans to be made by such Lender hereunder, as such commitment may be (a) reduced from time to time pursuant to Section 2.06 and (b) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 9.04. The initial amount of each Lender's Commitment is set forth on Schedule 2.01, or in the Assignment and Acceptance pursuant to which such Lender shall have assumed its Commitment, as applicable. The initial aggregate amount of the Lenders' Commitments is \$2,000,000,000.

"Consolidated Debt Service" means, for any period, Consolidated Interest Expense for such period plus any scheduled payments of principal of Indebtedness of the Parent and the Restricted Subsidiaries during such period.

"Consolidated EBITDA" means, for any period, Consolidated Net Income for such period (adjusted to exclude all extraordinary items and Non-Recurring Items), plus, without duplication and to the extent deducted from revenues in determining Consolidated Net Income, the sum of (a) the aggregate amount of Consolidated Interest Expense for such period, (b) the aggregate amount of income tax expense for such period, (c) all amounts attributable to depreciation and amortization for such period and (d) preferred stock dividends in respect of any Disqualified Stock for such period, all as determined on a consolidated basis with respect to the Parent and the Restricted Subsidiaries in accordance with GAAP.

"Consolidated Indebtedness" means, as of any date of determination, the aggregate principal amount of Indebtedness (including Disqualified Stock) of the Parent and the Restricted Subsidiaries outstanding as of such date determined on a consolidated basis in accordance with GAAP.

(NYCORP, 690042)

CONFIDENTIAL WC 0019938

B1841

terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; provided that, if the Parent notifies the Administrative Agent that the Parent requests an amendment to any provision hereof to eliminate the effect of any change occurring after the date hereof in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Parent that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith.

(b) Each reference herein to any financial term, definition or computation that is to be calculated for or with respect to the Parent and the Restricted Subsidiaries on a consolidated basis in accordance with GAAP shall be calculated excluding and without giving effect to any consolidated subsidiary of the Parent that is not a Restricted Subsidiary (including Unrestricted Subsidiaries) or any investment therein or earnings thereon, except to the extent otherwise expressly provided herein.

ARTICLE II

The Loans

SECTION 2.01. Commitments. Subject to the terms and conditions set forth herein, each Lender with an Available Commitment agrees to make Loans to the Borrower at any time and from time to time during each Availability Period in an aggregate principal amount not exceeding its remaining Available Commitment at the time. Amounts repaid in respect of Loans may not be reborrowed.

SECTION 2.02. Loans and Borrowings. (a) Each Loan shall be made as part of a Borrowing consisting of Loans of the same Class and Type made by the Lenders ratably in accordance with their respective Available Commitments. The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided that the Commitments of the Lenders are several and no Lender shall be responsible for any other Lender's failure to make Loans as required.

[NYCORP/430042]

CONFIDENTIAL WC 0019966

B1842

04/01/1999 05:09

NO. 412 001

3-31-1999 4 55PM

913 338 8884
FROM LUCENT TECHNOLOGIES 913 338 8884

P. 1

04-31-1999 11:49

WINSTAR

P. 02/03



March 30, 1999

Mr. Rif Haffar
WinStar Telecommunications
7799 Leesburg Pike, 700 South
Falls Church, VA 22043

Dear Rif:

As we have discussed, Lucent is willing to consider providing additional services to WinStar under our Supply Agreement dated October 21, 1998. If Lucent agrees to provide such services, it is our current expectation that Lucent would subcontract with WinStar for certain Network Services including: Switch Site Planning and Construction, Network Integration, Building Site Surveys and Site Acquisitions. Lucent has not yet determined whether these services will be financed by Lucent. A more complete statement of the services WinStar might provide to Lucent, valued at \$115M, is attached to this letter.

As you know, Lucent's plans will continue to be refined during the year. As such, this letter is a non-binding statement of Lucent's anticipated plans. This letter is intended solely as a basis of further discussions and is not intended to be, and does not constitute, a legal binding obligation of the parties. No legally binding relationship will be created, implied, or inferred until an appropriate Amendment to the Supply Agreement is executed by WinStar and Lucent and until the parties execute a subcontract and other related documents regarding the subject matter to this letter.

We look forward to continuing our relationship with WinStar.

Sincerely,

Mark Wilson
VP, Emerging Service Providers
Lucent Technologies



CONFIDENTIAL WC 0035405

B1843

From: Naylor, Charles L (Chuck)
Sent: Tuesday, January 18, 2000 12:49 PM
To: Wilson, Mark (Mark); Epstein, Marc N (Marc); Dowdy, Mary M (Mary); Quinn, John F (John); Jerden, Antonietta (Antonietta); Carrone, Angela (Angela); Diroma, Jill B (Jill)
Cc: Manzi, Frank P (Frank); Cocito, James Vincent (Jim); Coleman, Glenn (Glenn); Rigotti, David Roy (David)
Subject: RE: Winstar Services

Jill,

Thanks for the response. Dave Rigotti on my team will work with Mary Dowdy on processing 4Q PO/invoices. Additionally, we're anxious to pursue the on-going services opportunity and will look for Jim Cocito and Mark Wilson's direction on how to capture this.

Chuck

From: Diroma, Jill B (Jill)
Sent: Tuesday, January 18, 2000 7:27 AM
To: Naylor, Charles L (Chuck); Wilson, Mark (Mark); Epstein, Marc N (Marc); Dowdy, Mary M (Mary); Quinn, John F (John); Jerden, Antonietta (Antonietta); Carrone, Angela (Angela)
Cc: Manzi, Frank P (Frank); Cocito, James Vincent (Jim); Coleman, Glenn (Glenn)
Subject: Winstar Services

Mark,

We have discussed the Winstar performed services and have concurrence from Corporate CFO that this transaction can be done **ONE MORE TIME**. This one time allowance is to cover Calendar 4th quarter services for Winstar. We all recognize that this means that a Lucent PO needed to be generated to Winstar dated prior to Dec. 31, 1999. This will then be followed up with invoicing and payments between the parties to take place sometime in Feb. 2000. Finally a journal entry will be processed in March 2000 to clear out the transaction from our books.

I understand that the team is working towards a Turn Key solution with this customer. Please keep in mind that this alone will not allow us to continue this practice of running Winstar performed services through our books. The only way we will run these through our books after this transaction is if they are services performed by some party other than Winstar and it is deemed after careful review that Lucent can take revenue on these services.

Since it is doubtful that we will move to a third party performing all of these services it is imperative that communication is sent to Winstar to inform them that we cannot issue any further Purchase Orders for services performed by them. Please provide a copy of this correspondence to me as soon as possible.

Thanks,

Jill



From: Manzi, Frank P (Frank)
To: Wilson, Mark R (Mark)
Cc: Diroma, Jill B (Jill); Mark Deady; James Cocilo
Subject: RE: Resale of Winstar asset purchase

Mark,

I fully understand the strategic relationship we have with Winstar and I am glad to see the access business flowing our way. But, (a small but) I need to be kept informed of how this \$35 million asset will be moving off our books. It will be a drain on our asset metrics until it is removed. This is really a different product offering for us so I want to be assured that we manage it appropriately.

Please provide me with a monthly report telling me:

- the amount sold,
- gain/loss incurred,
- customer we sold to and
- the amount and customer we expect to sell in next month.

Hopefully you will only have to do this once.

Frank
 908 559 3075

-----Original Message-----

From: Diroma, Jill B (Jill)
Sent: Thursday, March 30, 2000 4:20 PM
To: Manzi, Frank P (Frank)
Subject: FW: Resale of Winstar asset purchase

From: Palmour, Vicky R (Vicky)
Sent: Thursday, March 30, 2000 2:02 PM
To: Diroma, Jill B (Jill); Castellon, Karen E (Karen)
Subject: Resale of Winstar asset purchase

Jill,

As you know we are purchasing \$35M from Winstar in network assets. The approximate make up is \$20M in backbone capacity between NY and Dallas (OC 12 and OC 3 rates) and approximately 75 OC-3/DS3 radio links.

There are two reasons we are doing this. One was to help secure over \$350M of orders this quarter for the Winstar build. This agreement on the \$35M diverted a \$400M purchase decision (3 year spend) from our competitor's in the access space. This was a win back situation. This in and of itself was strategic.

The second reason was to use these assets to help position us with other customers. Our ability to offer these assets with our products greatly enhances our ability to sell large projects. These assets will be packaged initially with a mark up of around 7%. There may be instances where we want to sell these assets below what we paid Winstar. This would be where there is a substantial amount of revenue tied to the asset. In this case the cost of the asset would be included in the business case for the new revenue stream from the customer.

We currently see the following customers as candidates for these assets.

Evolution Networks - Up to 75 radio links to be used as backup to leased ILEC facilities.

ATG is looking to deploy fixed wireless assets.

KMC is talking to us about fixed wireless facilities in Tier 4 cities.



Aerie would use the backbone capacity until they can fiber facilities turned up using our equipment

US LEC is interested in backbone facilities to connect their existing cities.

There is another 50 or so customers that are looking at both fixed wireless and backbone strategies that are potential customers for these assets. Obviously we have not begun discussion on a wholesale basis until the Winstar agreement is complete. I believe we will have these assets resold next quarter.

Mark

From: Fullerton, William K (Bill)
Sent: Tuesday, August 29, 2000 9:29 PM
To: Diroma, Jill B (Jill)
Cc: Carrone, Angela (Angela); Kelly, Charles (Chuck); Manzi, Frank P (Frank)
Subject: FW: Resale of Winstar asset purchase

Jill -- wanted to know the status of these assets. Do we have customers? Are they recoverable? Just as an FYI, Rich McGinn has been inquiring about this specifically and wants to know if Lucent can use it if we can't sell it. Obviously we need to have all our facts straight before I have that discussion. Please let me know where we are relating to the \$35M. Thanks.

From: Fullerton, William K (Bill)
Sent: Thursday, April 06, 2000 9:09 PM
To: Diroma, Jill B (Jill); Kelly, Charles (Chuck)
Cc: Manzi, Frank P (Frank)
Subject: RE: Resale of Winstar asset purchase

let's make sure the sales team knows that if we don't sell this next quarter and the business case doesn't support the recoverability of the asset we are writing it off to revenue to the CT

From: Kelly, Charles (Chuck)
Sent: Thursday, April 06, 2000 8:19 AM
To: Diroma, Jill B (Jill)
Cc: Fullerton, William K (Bill); Manzi, Frank P (Frank)
Subject: RE: Resale of Winstar asset purchase

4/6/00

Jill,

I discussed the accounting with Bill last night. We don't have enough time this quarter to go through an analysis of the entire transaction. Therefore, the suggestion is to record the entire amount in 'other assets' at this time. Based on the assessment that we believe that this will all be resold by next quarter then we can make the necessary adjustments at that time. In our discussions the issue was raised that we need to carefully monitor the situation to make sure that this transaction does not represent a sales concession related to the larger deal that was just signed. If it does then we would need to show the concession as a reduction to revenue. The schedule that Frank requested on a monthly basis should give us that indication and we can begin to discuss again next month when we get the first schedule.

Chuck Kelly

Senior Manager - Accounting Policy
 (908) 559 - 3206

<<OLE Object: Picture (Metafile)>>

From: Diroma, Jill B (Jill)
Sent: Wednesday, April 05, 2000 2:25 PM
To: Kelly, Charles (Chuck)
Subject: FW: Resale of Winstar asset purchase

Chuck,

Here is a write up from the Sales VP as to how he expects to sell the Winstar radios and IRU's. I think we are comfortable saying it is worth what we paid at this point.

Jill

B1847

From: Castellon, Karen E (Karen)
Sent: Tuesday, April 04, 2000 11:30 PM
To: Burke, Maureen A (Maureen)



Cc: Naylor, Charles L (Chuck); Wilson, Mark (Mark); Sabett, Denise F (Denise); Diroma, Jill B (Jill)
 Subject: FW: Resale of Winstar asset purchase

Maureen,
 Pls. see note from Mark below. Is this sufficient, or are you looking for something else? Pls. advise.

Thanks,
 Karen

From: Diroma, Jill B (Jill)
 Sent: Friday, March 31, 2000 9:59 AM
 To: Castellon, Karen E (Karen)
 Subject: FW: Resale of Winstar asset purchase

karen,

We will need to work together to provide this information.

Jill

From: Manzi, Frank P (Frank)
 Sent: Friday, March 31, 2000 8:57 AM
 To: Wilson, Mark (Mark)
 Cc: Diroma, Jill B (Jill); Deady, Mark A (Mark); Cocito, James Vincent (Jim)
 Subject: RE: Resale of Winstar asset purchase

Mark,

I fully understand the strategic relationship we have with Winstar and I am glad to see the access business flowing our way. But, (a small but) I need to be kept informed of how this \$35 million asset will be moving off our books. It will be a drain on our asset metrics until it is removed. This is really a different product offering for us so I want to be assured that we manage it appropriately.

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- customer we sold to and
- the amount and customer we expect to sell in next month.

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Frank
 908 559 3075

-----Original Message-----

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 Sent: Thursday, March 30, 2000 4:20 PM
 To: Manzi, Frank P (Frank)
 Subject: FW: Resale of Winstar asset purchase

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 Sent: Thursday, March 30, 2000 2:02 PM
 To: Diroma, Jill B (Jill); Castellon, Karen E (Karen)
 Subject: Resale of Winstar asset purchase

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Aerie would use the backbone capacity until they can fiber facilities turned up using our equipment

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Mark

Confidential

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AMENDMENT NO. 2 AND NEW LENDER AGREEMENT

AMENDMENT NO. 2 AND NEW LENDER AGREEMENT, dated as of December 6, 2000 (this "*Amendment No. 2*"), in respect of the REVOLVING CREDIT AND TERM LOAN AGREEMENT, dated as of May 4, 2000, (as amended prior to the date hereof and unless otherwise stated herein, the "*Credit Agreement*") among WINSTAR COMMUNICATIONS, INC., a Delaware corporation (the "*Parent*"), WCI CAPITAL CORP., a Delaware corporation (the "*Borrower*"), each of the entities listed on the signature pages thereof under the heading "*Guarantors*" and the Additional Guarantors (as defined in Section 6.09 thereof) from time to time parties thereto, each of the lenders from time to time parties thereto (collectively, the "*Lenders*"), THE BANK OF NEW YORK, as letter of credit issuer, administrative agent and collateral agent for the Lenders, CITICORP NORTH AMERICA, INC., as syndication agent for the Lenders, and CIBC WORLD MARKETS CORP. and CREDIT SUISSE FIRST BOSTON, as documentation agents for the Lenders. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Credit Agreement.

WITNESSETH:

WHEREAS, the Borrower has requested that the existing Lenders under the Credit Agreement (the "*Existing Lenders*") permit an increase in the Indebtedness of the Loan Parties under the Credit Documents by \$200,000,000 under a new senior secured term loan;

WHEREAS, the Existing Lenders are willing to permit such an increase in Indebtedness under the Credit Documents and Siemens Financial Services, Inc. (the "*New Lender*") is willing to make loans of \$200,000,000 under a new senior secured term loan; and

WHEREAS, the parties hereto desire to amend the Credit Agreement as provided herein.

NOW THEREFORE, the parties hereto agree as follows:

SECTION 1. Amendments to the Credit Agreement

(a) The first recital of the Credit Agreement is hereby amended by deleting the words "and (iii)" in line 7 thereof and by replacing them with the word "(iii)", and by deleting the words "; the Term Loan B Loans, together with the Term Loan A Loans, being the "*Term Loans*" in lines 9 and 10 thereof and by adding, after the word "and" in line 10 thereof, the following paragraph (iv):



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Siemens ICN 01462

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"(iv) \$200,000,000 for general corporate purposes under a senior secured term loan facility (the "*Term Loan C Facility*"; loans made thereunder each being a "*Term Loan C Loan*" and, collectively, the "*Term Loan C Loans*"; the Term Loan C Loans, together with the Term Loan A Loans and the Term Loan B Loans, being the "*Term Loans*";"

(b) Section 1.01(c) of the Credit Agreement is hereby amended by:

(i) adding the following new defined term after the definition of Alternate Base Rate:

"*Amendment No. 2*" means Amendment No. 2 and New Lender Agreement in respect of this Agreement, dated as of December 6, 2000.

(ii) adding the words "and Term Loan C Loans" after the words "Term Loan B Loans" in line 6 of the definition of Applicable Margin, and replacing the Applicable Margin set forth with respect to Term Loan B Loans therein with the following:

"Term Loan B Loans and Term Loan C Loans"

In respect of the Term Loan B Loans and Term Loan C Loans, the Applicable Margin for ABR Loans means 3.50% and the Applicable Margin for Eurodollar Loans means 4.50%,"

(iii) deleting the definition of "Facilities" and replacing such definition in its entirety with the following:

"*Facilities*" means the Revolving Credit Facility, the Term Loan A Facility, the Term Loan B Facility and the Term Loan C Facility.

(iv) deleting the word "and" in line 4 of paragraph (iv) of the definition of Interest Period, adding the word "; and" after the words "Scheduled Installment Date" in line 4 of paragraph (v) thereof and adding a new paragraph (vi) as follows:

"(vi) any Interest Period with respect to a Term Loan C Loan that begins before a Term Loan C Scheduled Installment Date and would otherwise end after such Term Loan C Scheduled Installment Date shall end on such Term Loan C Scheduled Installment Date."

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(v) deleting the word "and" in line 10 of the definition of Pro Rata Share and adding a paragraph (iv) after the words "then outstanding" in line 14 thereof as follows:

" , and (iv) in relation to Term Loan C Loans, the proportion of such Lender's Term Loan C Commitment to the Total Term Loan C Commitment, or after the Term Loan C Commitment Termination Date, the proportion of such Lender's Term Loan C Loans to the aggregate amount of Term Loan C Loans then outstanding."

(vi) deleting the word "direct" in line 1 of the definition of Special Purpose Vendor Subsidiary.

(vii) adding the following definitions in alphabetical order:

"*Term Loan C Commitment*" means, with respect to a Lender, on the date of Amendment No. 2, the amount set forth opposite such Lender's name under the heading "Term Loan C Commitment" on *Schedule 1.01(c)-1* hereto as such amount may be changed from time to time pursuant to the terms of this Agreement.

"*Term Loan C Commitment Termination Date*" means the Term Loan C Effective Date.

"*Term Loan C Effective Date*" means the day during which the Term Loan C Effective Time occurs.

"*Term Loan C Effective Time*" has the meaning assigned to such term in Section 7.04.

"*Term Loan C Facility*" has the meaning set forth in the preamble.

"*Term Loan C Lenders*" means the Lenders committed to lend under the Term Loan C Facility.

"*Term Loan C Loans*" has the meaning assigned to such term in the preamble.

"*Term Loan C Loan Request*" means the single request by the Borrower for Term Loan C Loans, which shall specify (i) the requested Borrowing Date, (ii) the aggregate amount of such Term Loan C Loans, (iii) whether such Term Loan C Loans are to bear

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interest initially as ABR Loans or Eurodollar Loans and (iv) if applicable, the initial Interest Period therefor.

"*Term Loan C Scheduled Installment Date*" has the meaning set forth in Section 2.05(d).

"*Total Term Loan C Commitment*" means, on any day, the aggregate Term Loan C Commitment on such day of all the Lenders.

(viii) adding the words "or a Term Loan C Loan Request" after the words "Term Loan B Loan Request" in the definition of Term Loan Request.

(c) Section 2.03 of the Credit Agreement is hereby amended by adding the words "and Term Loan C Loans" after the words "Term Loan B Loans" in the heading thereof and by adding subsections (c) and (d) as follows:

"(c) Until the Term Loan C Commitment Termination Date, subject to the terms and conditions of this Agreement, each of the Term Loan C Lenders, severally and not jointly with the other Term Loan C Lenders, agrees to make Term Loan C Loans to the Borrower in an amount not to exceed such Term Loan C Lender's Term Loan C Commitment.

(d) In order to borrow Term Loan C Loans, the Borrower shall give a Term Loan C Loan Request to the Administrative Agent, by telephone or telecopy or in writing, not later than 11:00 A.M. (if by telephone, to be so confirmed in substantially the form of *Exhibit 2.03(c)* not later than 2:00 P.M. on the same day), (i) on the Borrowing Date for ABR Loans and (ii) on the third Business Day before the Borrowing Date for Eurodollar Loans. Upon receipt, the Administrative Agent forthwith shall give notice to each Term Loan C Lender of the substance of the Term Loan C Loan Request. Not later than 2:00 P.M., on the Borrowing Date, each Term Loan C Lender shall make available to the Administrative Agent such Term Loan C Lender's Pro Rata Share of the requested Loans in funds immediately available at the Administrative Agent's office specified pursuant to Section 13.08(a). Subject to satisfaction, or waiver in accordance with Section 7.04, of each of the applicable conditions precedent contained in Article VII, on the Borrowing Date the Administrative Agent shall make available, in like funds, to the Borrower the amounts received by the Administrative Agent from the Term Loan C Lenders."

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(d) Section 2.04 of the Credit Agreement is hereby amended by adding a subsection (e) as follows:

“(e) Term Loan C Commitments; Mandatory Borrowing Request; Commitment Termination. On the Term Loan C Effective Date, Borrower shall give a single Term Loan C Loan Request to the Administrative Agent totaling an aggregate principal amount of \$200,000,000. The Term Loan C Commitment terminates on the Term Loan C Commitment Termination Date.”

(e) Section 2.05 of the Credit Agreement is hereby amended by adding a subsection (d) as follows:

“(d) Term Loan C Loans. The outstanding principal of the Term Loan C Loans shall be repaid in installments payable on the last day of each calendar quarter commencing on June 30, 2004 and ending on December 31, 2007 as set forth in the following table:

<u>Date</u>	<u>Quarterly Installment Payment</u>
June 30, 2004	\$500,000
September 30, 2004	\$500,000
December 31, 2004	\$500,000
March 31, 2005	\$500,000
June 30, 2005	\$500,000
September 30, 2005	\$500,000
December 31, 2005	\$500,000
March 31, 2006	\$500,000
June 30, 2006	\$500,000
September 30, 2006	\$500,000
December 31, 2006	\$500,000
March 31, 2007	\$500,000
June 30, 2007	\$64,666,667
September 30, 2007	\$64,666,667
December 31, 2007	Balance of outstanding Term Loan C Loans

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(each of the foregoing dates, a "Term Loan C Scheduled Installment Date")."

(f) Subject to Section 2(b) of this Amendment No. 2, Section 2.06(b) of the Credit Agreement is hereby amended by adding the words "or the Term Loan C Loans" after the words "Term Loan B Loans" in line 13 thereof and by replacing the final two sentences thereof with the following:

"On and after the third anniversary of the Effective Date each partial prepayment shall be applied (i) ratably to the Term Loan A Loans, Term Loan B Loans, and the Term Loan C Loans, and (ii) ratably to the scheduled installments of principal of the Term Loan A Loans, Term Loan B Loans and the Term Loan C Loans; in each case in accordance with the respective principal amounts thereof outstanding as of the date of such payment. Prepaid Term Loans may not be reborrowed."

(g) Section 2.06(c)(iv) of the Credit Agreement is hereby amended by adding the words "outstanding as of the date of such payment" after the words "principal amounts thereof" in line 3 thereof and Section 2.06 of the Credit Agreement is further hereby amended by adding a subsection (e) as follows:

"(e) Term Loan C Loan Prepayment Fee. In the event the Borrower prepays the Term Loan C Loan, the Borrower shall pay, for the account of the Term Loan C Lenders, a prepayment fee equal to (i) 3% of the principal amount prepaid if prepayment occurs after the Term Loan C Effective Date and on or before the first anniversary of the Term Loan C Effective Date, (ii) 2% of the principal amount prepaid if prepayment occurs after the first anniversary of the Term Loan C Effective Date and on or before the second anniversary of the Term Loan C Effective Date, and (iii) 1% of the principal amount prepaid if prepayment occurs after the second anniversary of the Term Loan C Effective Date and on or before the third anniversary of the Term Loan C Effective Date. Prepayments of the Term Loan C Loan made after the third anniversary of the Term Loan C Effective Date are not subject to this prepayment fee."

(h) Article VII of the Credit Agreement is hereby amended by adding a Section 7.04 as follows:

"Section 7.04 Conditions Precedent for Term Loan C Commitments and Term Loan C Loans. The conditions precedent set forth in Sections 7.01(a) through (j) shall not apply in respect of Term Loan C Lenders, Term Loan C Commitments or Term Loan C Loans. The obligations of each Term Loan C Lender hereunder are subject to, and each Term Loan C Lender's Commitments shall not become available until, the earliest time

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(the "*Term Loan C Effective Time*") on which each of the following conditions precedent shall have been satisfied or waived in writing by the Term Loan C Lenders:

- (a) Amendment No. 2. Amendment No. 2 shall have become effective in accordance with the terms of Section 2 of Amendment No. 2.
- (b) Consents and Agreements. All consents or agreements (other than any required for Amendment No. 2 to become effective in accordance with its terms) required by the Borrower to Incur Indebtedness in respect of the Term Loan C Loans pursuant to this Agreement (as amended by Amendment No. 2) shall have been obtained and the Administrative Agent, on behalf of the Term Loan C Lenders, shall have received a certificate, signed by an authorized officer of the Parent and the Borrower, certifying that such consents or agreements have been obtained and attaching thereto a copy or copies of such consents or agreements.
- (c) Representations and Warranties. The representations and warranties contained in Section 4 of Amendment No. 2 shall be true and correct in all material respects on the Term Loan C Effective Date (except as otherwise set forth in Section 4 of Amendment No. 2) and the Administrative Agent, on behalf of the Term Loan C Lenders, shall have received a certificate, signed by an authorized officer of each of the Loan Parties, to that effect.
- (d) Evidence of Corporate Action. The Administrative Agent on behalf of the Term Loan C Lenders shall have received the following:
 - (i) a copy of the certificate of incorporation or similar constitutive document of each of the Consolidated Group Members as in effect on the Term Loan C Effective Date, each certified by the Secretary of State of the respective jurisdictions in which such Consolidated Group Member is organized, and a certificate from such Secretary of State as to the good standing of each of the domestic Consolidated Group Members in each case as of a date reasonably close to the Term Loan C Effective Date; and
 - (ii) a certificate of the Secretary or an Assistant Secretary of the Loan Parties, dated the Term Loan C Effective Date, and stating (A) that attached thereto is a true and complete copy of the by-laws or similar constitutive document of the

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relevant Loan Party as in effect on such date and at all times since the date of the resolutions described in clause (B) below, (B) that attached thereto is a true and complete copy of resolutions duly adopted by the Board of Directors or equivalent authority of the relevant Loan Party authorizing the execution, delivery and performance of this Agreement (as amended by Amendment No. 2), and that such resolutions have not been modified, rescinded or amended and are in full force and effect, (C) that the certificate of incorporation or similar constitutive document of the relevant Loan Party has not been amended since the date of the last amendment thereto shown on the certificate of good standing furnished pursuant to clause (i) above, and (D) a verification as to the incumbency and signature of each officer executing Amendment No. 2 or any document delivered in connection therewith on behalf of the relevant Loan Party.

- (e) Opinions of Counsel. The Lenders shall have received favorable written opinions, dated the Term Loan C Effective Date, of (i) Shearman & Sterling, counsel for the Borrower, (ii) Graubard Mollen & Miller, counsel for the Borrower, (iii) Sullivan & Cromwell, special counsel for the Lenders, and (iv) Willkie Farr & Gallagher, special FCC counsel to the Borrower (in reference to spectrum matters only), each in respect of this Agreement as amended by Amendment No. 2 in substantially the form received by the Lenders on the Effective Date.
- (f) Fees. The Administrative Agent shall have received, on behalf of the Term Loan C Lenders, all fees due pursuant to the fee letter, dated November 7, 2000, or any supplement thereto, from Siemens Information and Communications Networks, Inc to Parent and Borrower.

For the avoidance of doubt, this Section 7.04 is without prejudice to the definition of Effective Time and is without prejudice to Sections 7.02 and 7.03 of this Agreement (which Sections shall apply in respect of the Term Loan C Lenders and Term Loan C Loans except that, solely in relation to the Term Loan C Lenders and the Term Loan C Loans, the reference to Section 5.01 in Section 7.02(c) shall be deemed instead to be a reference to Section 4 of Amendment No. 2)."

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(i) Section 8.02(d)(ii)(Z) of the Credit Agreement is hereby amended
by:

(i) deleting the words "Net Available Cash" and replacing them with the words "Net Cash Proceeds" in line 1 of subparagraph (2) thereof, adding the words "or" after the word "Proceeds," in line 7 of subparagraph (2) thereof and adding a subparagraph (3) as follows:

"(3) \$200,000,000 in cash on or after the Term Loan C Effective Date and before December 31, 2000,"

(ii) deleting the word "either" in line 10 thereof and replacing it with the word "each".

(j) Section 8.01(n) of the Credit Agreement is hereby amended by adding the words ")]" after the words "Loan Party" in line 13 thereof and by deleting the words ")" after the words "Identification Number" in Line 16 thereof.

(k) Section 11.03(a) of the Credit Agreement is hereby amended by deleting the words "and Term Loan B Loans" in line 23 thereof and replacing them with the words ", Term Loan B Loans and Term Loan C Loans".

(l) Section 13.06 of the Credit Agreement is hereby amended by deleting the words "and the other Credit Documents" in line 3 thereof.

(m) The Credit Agreement is hereby amended by adding an Exhibit 2.03(c) in the form attached to Annex A to this Amendment No. 2.

(n) The Credit Agreement is hereby amended by deleting Exhibit 11.01(d)-2 and replacing it with a new Exhibit 11.01(d)-2 in the form attached to Annex B to this Amendment No. 2.

(o) The Credit Agreement is hereby amended by deleting Exhibit 11.03(a) and replacing it with a new Exhibit 11.03(a) in the form attached to Annex C to this Amendment No. 2.

(p) The Credit Agreement is hereby amended by deleting Schedule 1.01(c)-1 and replacing it with a new Schedule 1.01(c)-1 in the form attached to Annex D to this Amendment No. 2.

SECTION 2. Effectiveness. Subject to Section 2(b) of this Amendment No. 2, this Amendment No. 2 shall be effective upon the following subsections each having been satisfied:

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- (a) the execution of counterparts hereof by the Parent, the Borrower, each of the Guarantors (as such term is defined in the Credit Agreement in relation to Article VI thereof) and the Required Lenders;
- (b) the execution of counterparts hereof by Existing Lenders holding more than 50% of the sum of the unused portion of the Total Commitment and the total outstanding Loans for each class of Loans that is adversely effected by the modifications to Section 2.06 resulting from this Amendment No. 2, *provided* that if this Section 2(b) is not satisfied, this Amendment No. 2 shall nevertheless become effective on the satisfaction of Sections 2(a), 2(c) and 2(d) hereof except that (i) the amendment to the Credit Agreement set forth in Section 1(f) of this Amendment No. 2 shall not be made and (ii) Section 2.06 of the Credit Agreement shall, instead, hereby be amended as set forth in Amendment Exhibit A;
- (c) the execution of a counterpart hereof by New Lender (it being acknowledged that the execution of this Amendment No. 2 by the New Lender is for the purpose of Section 3 hereof and of the New Lender's agreement to the amendments to the Credit Agreement effected hereby); and
- (d) upon receipt by the Parent of \$250,000,000 gross proceeds from the issuance of its Capital Stock on or before January 31, 2001.

SECTION 3. New Lender. At the same time as this Amendment No. 2 shall become effective in accordance with its terms, the New Lender shall, without further action on behalf of any person, become a party to and be bound by the provisions of the Credit Agreement (as amended by this Amendment No. 2) and shall have the rights and obligations of a Lender thereunder and under the Credit Documents and the New Lender and each other party executing this Amendment No. 2 accepts and acknowledges the same by their respective signatures hereto. For the avoidance of doubt, neither New Lender nor any affiliate of New Lender shall be an Equipment Vendor Lender solely by reason of (a) New Lender becoming a Lender under the Credit Agreement (as amended by this Amendment No. 2), or (b) an affiliate of New Lender entering into an equipment purchase agreement with a Loan Party, nor shall any Term Loan C Loan be deemed a Vendor Financing.

SECTION 4. Representations and Warranties. Each of the Loan Parties as to itself, and as to any Consolidated Group Member that is a Subsidiary thereof, hereby represents and warrants to the other parties hereto that, as of the date hereof and after giving effect to this Amendment No. 2, (a) the representations and warranties contained in Section 5.01 of the Credit Agreement (except to the extent any representation or warranty speaks as of a date certain and which is not made as of the date hereof pursuant to this Section 4) are true and correct in all material respects on and as of the date hereof

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as though made on the date hereof, (b) no Default or Event of Default exists and is continuing, or shall exist and be continuing, under the Credit Agreement, (c) *Schedule 5.01(b)* of the Credit Agreement is true and correct in all material respects on and as of the date hereof and each of the representations and warranties in Section 5.01(l)(i) and Section 5.01(n) of the Credit Agreement is true and correct in all material respects on and as of the date hereof as though made on the date hereof, (d) the Credit Agreement (including all schedules and exhibits thereto) has not been amended prior to the date hereof except by Amendment No. 1, dated as of May 4, 2000, and none of the other Credit Documents have been amended in writing, and (e) each of the conditions precedent set forth in Section 7.01 of the Credit Agreement was satisfied (and not waived in writing by the Required Lenders) on the Effective Date.

SECTION 5. Survival. All representations and warranties made in this Amendment No. 2 pursuant to Section 4 of this Amendment No. 2, and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Amendment No. 2, shall (i) be considered to have been relied upon by the New Lender regardless of any investigation made by, or on behalf of, the New Lender and (ii) survive the making of the Term Loan C Loans.

SECTION 6. Miscellaneous.

(a) Except as amended hereby, all of the terms of the Credit Agreement shall remain and continue in full force and effect and are hereby confirmed in all respects.

(b) This Amendment No. 2 shall be a Credit Document for the purposes of the Credit Agreement (as hereby amended).

(c) This Amendment No. 2 may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument. Delivery of an executed counterpart of a signature page of this Amendment No. 2 or consent hereto by telecopier shall be effective as delivery of a manually executed counterpart of this Amendment No. 2.

(d) **THIS AMENDMENT NO. 2 AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

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Amendment Exhibit A

(A) Section 2.06(b) of the Credit Agreement shall be amended by:

(i) adding after the words "Borrower's direction" in line 14 thereof the words "and shall not, so long as any Term Loan A Loans or Term Loan B Loans shall be outstanding, be applied to the Term Loan C Loans"; and

(ii) by adding after the words "B Loans" in line 17 thereof the words ", and (iii) to the Term Loan C Loans if no Term Loan A Loans and Term Loan B Loans shall be outstanding" and by adding after the words "principal amounts thereof" the words "outstanding as of the date of such payment".

(B) Section 2.06(c) of the Credit Agreement shall be amended by deleting paragraph (iv) thereof and replacing it with a new paragraph (iv) as follows:

"(iv) Prepayments under subsections (ii) and (iii) above shall be applied (A) first, ratably to the Term Loan A Loans and Term Loan B Loans and ratably to the scheduled installments of principal of the Term Loan A Loans and Term Loan B Loans, in each case in accordance with the respective principal amounts thereof outstanding as of the date of such payment, (B) second, to the extent the Term Loan A Loans and Term Loan B Loans have been paid in full, to the Revolving Credit Loans, and (C) third, to the extent the Term Loan A Loans, the Term Loan B Loans have been paid in full and no Revolving Credit Loans are outstanding, to the Term Loan C Loans."

[signature pages follow]

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IN WITNESS WHEREOF, the parties hereto have caused this
Amendment No.2 to be duly executed as of the date first above written.

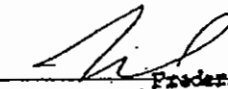
PARENT and GUARANTOR:

WINSTAR COMMUNICATIONS, INC.

By: 
Name: Frederic E. Rubin
Title: Senior Vice President, Treasurer

BORROWER:

WCI CAPITAL CORP.


By: 
Name: Frederic E. Rubin
Title: Vice President, Treasurer

GUARANTORS:

WINSTAR WIRELESS, INC.

By: 
Name: Frederic E. Rubin
Title: Vice President, Treasurer

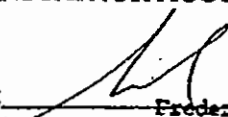
WINSTAR A/R SPE, LLC

By: 
Name: Frederic E. Rubin
Title: Vice President, Treasurer

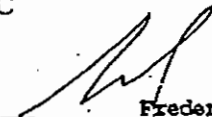
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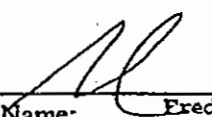
WINSTAR A/R ACCOUNT PARTY, LLC

By: 
Name: Frederic E. Rubin
Title: Vice President, Treasurer

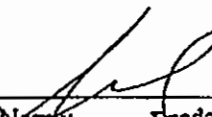
WINSTAR BROADBAND ACQUISITION 1999, LLC

By: 
Name: Frederic E. Rubin
Title: Vice President, Treasurer

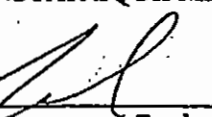
WINSTAR NETWORK EXPANSION, LLC

By: 
Name: Frederic E. Rubin
Title: Vice President, Treasurer

WWI LICENSE HOLDING, INC.

By: 
Name: Frederic E. Rubin
Title: Vice President, Treasurer


WINSTAR EQUIPMENT CORP.

By: 
Name: Frederic E. Rubin
Title: Vice President, Treasurer

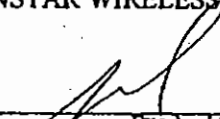
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WINSTAR EQUIPMENT II CORP.

By: 
Name: Frederic E. Rubin
Title: Vice President, Treasurer

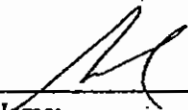
WINSTAR WIRELESS FIBER CORP.

By: 
Name: Frederic E. Rubin
Title: Vice President, Treasurer

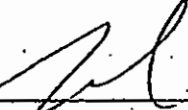
WINSTAR LMDS, LLC

By: 
Name: Frederic E. Rubin
Title: Vice President, Treasurer

WINSTAR CREDIT CORP.

By: 
Name: Frederic E. Rubin
Title: Vice President, Treasurer

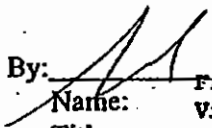
WINSTAR SWITCH ACQUISITION CORP.

By: 
Name: Frederic E. Rubin
Title: Vice President, Treasurer

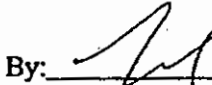
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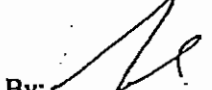
WINSTAR NEW MEDIA COMPANY, INC.

By: 
Name: Frederic E. Rubin
Title: Vice President, Treasurer


WINSTAR INTERACTIVE MEDIA SALES, INC.

By: 
Name: Frederic E. Rubin
Title: Vice President, Treasurer


WINSTAR EASYNET INC.

By: 
Name: Frederic E. Rubin
Title: Vice President, Treasurer

WINSTAR INTERACTIVE VENTURES I, INC.

By: 
Name: Frederic E. Rubin
Title: Vice President, Treasurer

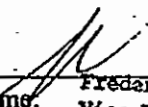
WINSTAR GLOBAL MEDIA, INC.

By: 
Name: Frederic E. Rubin
Title: Vice President, Treasurer

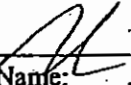
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WINSTAR RADIO NETWORKS, INC.

By: 
Name: Frederic E. Rubin
Title: Vice President, Treasurer

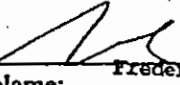
WALT BABY LOVE PRODUCTIONS, INC.

By: 
Name: Frederic E. Rubin
Title: Vice President, Treasurer


NON FICTION FILMS INC.

By: 
Name: Frederic E. Rubin
Title: Vice President, Treasurer

FOX/LORBER ASSOCIATES, INC.

By: 
Name: Frederic E. Rubin
Title: Vice President, Treasurer

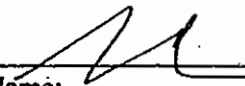
WELLSPRING MEDIA, INC.

By: 
Name: Frederic E. Rubin
Title: Vice President, Treasurer


Confidential

Execution Copy


WINSTAR BROADCASTING CORP.

By: 
Name: Frederic E. Rubin
Title: Vice President, Treasurer

SPORTSFAN RADIO NETWORK INC.

By: 
Name: Frederic E. Rubin
Title: Vice President, Treasurer

WINSTAR GOVERNMENT SOLUTIONS, LLC

By: 
Name: Frederic E. Rubin
Title: Vice President, Treasurer

WINSTAR MIDCOM ACQUISITION CORP.

By: 
Name: Frederic E. Rubin
Title: Vice President, Treasurer

Confidential

Execution Copy

LENDERS:

THE BANK OF NEW YORK,
as Lender, Letter of Credit Issuer, Administrative
Agent and Collateral Agent

By: _____

Name: _____

Title: _____

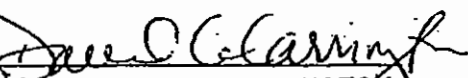
BL 772 /
Brendan T. Nedzi
SVP

Confidential

Execution Copy

ABN AMRO BANK N.V.

By: 
Name: **FRANCES O'R. LOGAN**
Title: **SENIOR VICE PRESIDENT**

By: 
Name: **DAVID C. CARRINGTON**
Title: **GROUP VICE PRESIDENT**

DEC. -04' 00 (MON) 09:46

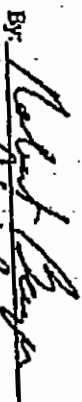
BNY CAPITAL MARKETS

TEL: 212 635 8509

P. 003

Confidential

ALLIANCE CAPITAL FUNDING, L.L.C.
By: Alliance Capital Management L.P., as its Collateral
Manager

By: 
Name: Robert Beyer
Title: Vice President

Siemens TCM 01.100

B1870

Confidential


DEC. -04' 00(MON) 09:46

BNY CAPITAL MARKETS

TEL: 212 635 8509

P. 002

MONUMENT CAPITAL LTD.
By: Alliance Capital Management L.P., as its Collateral
Manager

By: 
Name: Robert Bayer
Title: Vice President

NY12517-95794 10

-22-

Siemens ICN 01483

B1871

Confidential

Execution Copy

THE BANK OF NOVA SCOTIA

By: 

Name: **VINCENT J. FITZGERALD, JR.**

Title: **AUTHORIZED SIGNATORY**

11/27/2000 11:54 FAX 312 750 3456

BANK OF MONTREAL


002

Confidential

Execution Copy

FC CBO IV, LTD

By: The Bank of Montreal, as its Collateral Manager

By: 
Name: *David Wiles*
Title: *Collateral Manager*

NY12527: 95794.10

-24-

Siemens ICN 01485

B1873

Confidential

Execution Copy

BARCLAYS BANK PLC

By: 
Name: **Daniele Iacovone**
Title: **Director**

00[FRI] 11:51

NY CAPITAL MARKETS

TEL: 212 635 8509

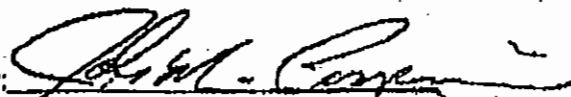
F 002

Confidential

Execution Copy

SIERRA CLO I, LTD

By: Centre Pacific, as its Collateral Manager

By: 
Name: JOHN M. CASPARIAN
Title: SENIOR MANAGER/DIRECTOR

B1875

Siemens ICN 01487

-26-

TEL: 212 635 8509

NY CAPITAL MARKETS

DEC -01 00 (FRI) 13:29

Confidential

Execution Copy

CIBC WORLD MARKETS, CORP.
as Lender and Syndication Agent

By: Michele E. Roller

Name:

Title:

Michele E. Roller
Executive Director
CIBC World Markets Corp. As Agent

11/30/00 14:58 FAX 212 506 3568

11/28/00 TUE 19:39 FAX 345 949 5223

11/28/00 18:26 FAX 212 506 3568

Confidential

O.H. & SUTCLIFFE LLP

DEUTSCHE BANK CY LTD

O.H. & SUTCLIFFE LLP

002/002

002

014

Execution Copy

CAPTIVA FINANCE LTD.By: 

Name:

DAVID DYER

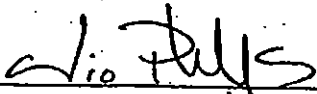
Title:

Director

Confidential

Execution Copy


CITIBANK, N.A.

By: 
Name: Claudio Phillips
Title: Director

Confidential

Execution Copy

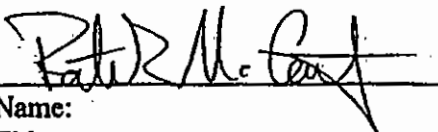
**CITICORP NORTH AMERICA, INC.,
as Lender and Syndication Agent**

By: 
Name: JAMES P. GARVIN, VP
Title:

Confidential

Execution Copy

CREDIT LYONNAIS, NEW YORK BRANCH

By: 
Name:
Title: **PATRICK MCCARTHY**
AUTHORIZED SIGNATURE

NOV 21 2006 2:56PM

CREDIT SUISSE FIRST BOSTON

NO. 0502 P. 2

Confidential

Execution Copy

CREDIT SUISSE FIRST BOSTON,
as Lender and Documentation Agent

By: 

Name:

KRISTIN LEPKA

Title:

ASSOCIATE

By: 

Name:

BILL O'DALY

Title:

VICE PRESIDENT

B1881

NY12527: 95704.14

38-2

Siemens ICN 01493

NOV 21 2006 2:56PM

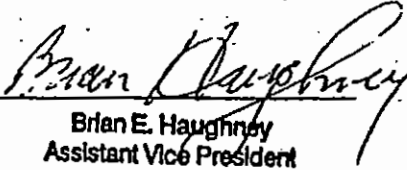
NY CAPITAL MARKETS


DEC -01 00(FRI) 16:35

Confidential

Execution Copy

**DRESDNER BANK AG, NEW YORK AND GRAND
CAYMAN BRANCHES**

By: 
Name: **Brian E. Haughney**
Title: **Assistant Vice President**

By: 
Name: **Brian Schneider**
Title: **ASSISTANT VICE PRESIDENT**

CONFIDENTIAL

P.02/06

Execution Copy

SENIOR DEBT PORTFOLIO

By: Boston Management and Research
as Investment Advisor

By:

Name:

Title:

Barbara C. Kelly
VICE PRESIDENT

B1883

NY12527:95794.10

-34-

Siemens ICN 01495

100-21-2000 17-30

SIEMENS ICN 01495

NOV -21 00(TUE) 17:52

21-2000 17:54

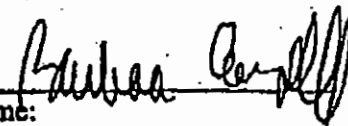
P.03/06

Confidential

Execution Copy

EATON VANCE SENIOR INCOME TRUST

By: Eaton Vance Management
as Investment Advisor

By: 
Name:
Title:

VICE PRESIDENT

B1884

NY12327:93794.10

-35-

Siemens ICN 01496

TEL: 212 635 8268

NOV.-21.00 (TUE) 17:52 BNY CAP MKTS

P.04/06

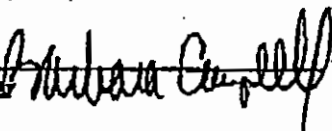
Confidential

Execution Copy

EATON VANCE INSTITUTIONAL SENIOR LOAN
FUND

By: Eaton Vance Management
as Investment Advisor

By: _____
Name: _____
Title: _____



VICE PRESIDENT

B1885

NY12527:95794,10

-36-

Siemens ICN 01497

TEL: 212 635 8268

BNY CAP MKTS

NOV.-21 00 (TUE) 17:52

P.06/06

Confidential

Execution Copy

EATON VANCE CDO III, LTD
By: Eaton Vance Management
as Investment Advisor

By:

Name:

Title:

VICE PRESIDENT

B1886

Siemens ICN 01498

NY12327:95794.10

-37-

TOTAL P.06

BNY CAP MKTS

NOV -21-00 (TUE) 17:52

TEL: 212 633 8200

NY-21-2000 17:54

Confidential

P.05/06

Execution Copy

OXFORD STRATEGIC INCOME FUND

By: **Eaton Vance Management,
as Investment Advisor**

By:

Name:

Title:

VICE PRESIDENT

B1887

NY12527: 95794.10

-38-

Siemens ICN 01499

156:717 000 0000

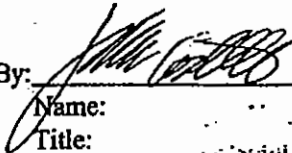
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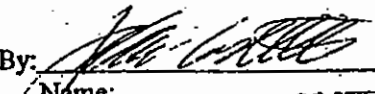
**VARIABLE INSURANCE PRODUCTS FUND II: ASSET
MANAGER: GROWTH PORTFOLIO**

By: 
Name: JOHN J. CASTELLO
Title: General Counsel

Confidential

Execution Copy

**VARIABLE INSURANCE PRODUCTS FUND II: ASSET
MANAGER PORTFOLIO**

By: 
Name: JOHN COSTELLO
Title: Chief Financial Officer

Confidential

Execution Copy

FLEET NATIONAL BANK

By: 

Name: Ellery (Tim) Willard

Title: Vice President

DEC-01-2000 17:57

FRANKLINTEMPLETON

650 312 3346 P.03/04

Confidential

Execution Copy

FRANKLIN FLOATING RATE FUND

By: Franklin Templeton Funds, as its Collateral Agent.

By:

Name:

Title:

[Signature]
Launcey Lufkin
President

NY12527: 95794.10

-43-

same as 42

Siemens ICN 01503

B1891

DEC-01-2000 17:57

FRANKLINTEMPLETON

650 312 3346 P.02/04

Confidential

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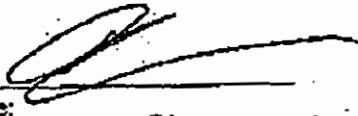
FRANKLIN CLO I, LTD.

By: Franklin Templeton Funds, as its Collateral Agent

By:

Name:

Title:


Chauncey Lufkin
Vice President

NY12527: 95794.10

-44-

Siemens ICN 01504

B1892

Confidential

Execution Copy

FRANKLIN FLOATING RATE MASTER SERIES

By: Franklin Templeton Funds, as its Collateral Agent

By:

Name:

Title:

**Chauncey Lufkin
Vice President**

NY12527:99794.10

-45-

Siemens ICN 01505

TOTAL P.04

B1893

Confidential

Execution Copy

GENERAL ELECTRIC CAPITAL CORPORATION

By: 

Name: BRIAN P WARD

Title: MANAGER-OPERATIONS

NOV-21-00 11:40 FROM:HARCH CAPITAL

5619954959

TO:9-12125583588

PAGE:002/0

Confidential

Execution Copy

HARCH CAPITAL

By: 

Name:

Title:

Michael E. Lewitt
AUTHORIZED SIGNATORY

Confidential

Execution Copy

ELF-FUNDING TRUST I

**By: Highland Capital Management, as its Collateral
Manager**

By: 

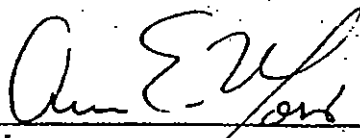
Name:

**Title: Todd Travers
Senior Portfolio Manager**

Confidential

Execution Copy

SRV-HIGHLAND, INC.

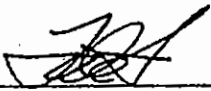
By: 
Name: _____
Title: **ANN E. MORRIS**
ASST. VICE PRESIDENT

Confidential

Execution Copy

PAM CAPITAL FUNDING LP

**By: Highland Capital Management, as its Collateral
Manager**

By: 
Name: _____
Title: **Todd Travers**
Senior Portfolio Manager

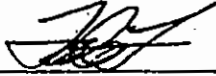
Confidential

Execution Copy

HIGHLAND LEGACY LIMITED

**By: Highland Capital Management, as its Collateral
Manager**

By:



**Name: Todd Travers
Title: Senior Portfolio Manager**

Confidential

Execution Copy

PAMCO CAYMAN LTD.

**By: Highland Capital Management, as its Collateral
Manager**

By:

Name:

Title:

**Todd Travers
Senior Portfolio Manager**

NOV 30 '00 16:20 FR CREDIT OPERATIONS 914 765 6271 TO 912125583588 P.02

Confidential

Execution Copy

IBM CREDIT CORPORATION

By: *Thomas S. Curcio*
Name: *Thomas S. Curcio*
Title: *Manager of Credit*

B1901

NY 12527: 95794.10

-53-

Siemens ICN 01513

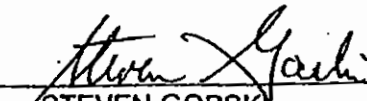
** TOTAL PAGE.02 **

Confidential

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NEMEAN CLO, LTD.

**BY: ING Capital Advisors LLC,
as Investment Manager**

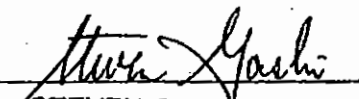
BY: 
Name: STEVEN GORSKI
Title: VICE PRESIDENT &
SENIOR CREDIT ANALYST

Confidential

Execution Copy

ARCHIMEDES FUNDING II, LTD.

**BY: ING Capital Advisors LLC,
as Collateral Manager**

BY: 
Name: STEVEN GORSKI
Title: VICE PRESIDENT &
SENIOR CREDIT ANALYST

Confidential

Execution Copy

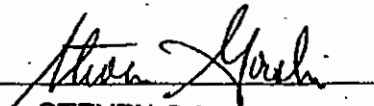
ARCHIMEDES FUNDING III, LTD.

**BY: ING Capital Advisors LLC,
as Collateral Manager**

BY:

Name:

Title:


**STEVEN GORSKI
VICE PRESIDENT &
SENIOR CREDIT ANALYST**

NOV-30-2008 14:35

WEIL, GOTSHAL & MANGES

1 212 735 4996 P.02/03

FROM

(MON) 11. 27 '00 10:46/ST. 10:44/NO. 4863492159 P 3

Confidential.

Execution Copy

KZHING-1 LLC

By:

By:

Name:

Susan Lee

Title:

Authorized Agent

NY12527:95794.10

-57-

Siemens ICN 01517

B1905

NOV-30-2000 14:35

WEIL, GOTSHAL & MANGES

1 212 735 4996 P.03/03

FROM

(MON) 11. 27. 00 10:46/ST. 10:44/NO. 4863492159 P. 4

Confidential

Execution Copy

KZHING-2 LLC

By:

By: 

Name:

Susan Lee

Title:

Authorized Agent

NY12527: 95794.10

-56-

Siemens ICN 01518

TOTAL P.03

B1906

Confidential

Execution Copy

**MORGAN GUARANTY TRUST COMPANY OF NEW
YORK**

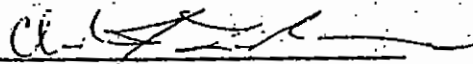
By: 

Name:

JOHN KOWALCZUK


Title:

VICE PRESIDENT

Confidential**Execution Copy****MERITA-NORDBANKEN GROUP**By: 

Name: CHARLES J. LANSDOWN

Title: Senior Vice President

By: 


Name: JOSEPH A. CICCOLINI

Title: Vice President

Confidential

Execution Copy

**MERRILL LYNCH SENIOR FLOATING RATE FUND.
INC.**

By: 
Name: **ANDREW C. LIGGIO**
Title: **AUTHORIZED SIGNATORY**

Confidential

Execution Copy

MERRILL LYNCH PRIME RATE PORTFOLIO

**By: Merrill Lynch Investment Managers, L.P., as
Investment Advisor**

By:

Name:

Title:

ANDREW C. LIGGIO

AUTHORIZED SIGNATORY

Confidential

Execution Copy

MORGAN STANLEY DEAN WITTER
PRIME INCOME TRUST

By: 

Name: STELLA FINISERTY

Title: SA VICE PRESIDENT

Confidential

Execution Copy

HARBOURVIEW CDO II, LTD.

By: Oppenheimer Funds, as its Collateral Manager

By: 12

Name:
Title:

SCOTT FARRAR
VICE PRESIDENT

NY12527: 95794.10

-64-

Siemens ICN 01524

B1912

Confidential

Execution Copy

OPPENHEIMER SENIOR FLOATING RATE FUND
By: Oppenheimer Funds, as its Collateral Manager

By: 12
Name:
Title:

**SCOTT FARRAR
VICE PRESIDENT**

NY12527: 95794.10

-65-

Siemens ICN 01525

B1913

11/30/00 14:02 FAX 312 917 8032

JOHN NUVEEN & CO.

002

Confidential

Execution Copy

NUVEEN FLOATING RATE FUND

By: John Nuveen, as its Collateral Manager

By: Eileen T. Rives

Name:

Title:

Eileen T. Rives
Managing Director

NY12527: 95794.10

-66-

Siemens ICN 01526

B1914

11/30/00 14:02 FAI 312 917 8032

JOHN NUVEEN & CO.

0003

Confidential**Execution Copy****NUVEEN SENIOR INCOME FUND****By: John Nuveen, as its Collateral Manager****By:** *Eileen T. Rives***Name:****Title:****Eileen T. Rives
Managing Director**

NY12527: 95794.10

-67-

Siemens ICN 01527**B1915**

Confidential

Execution Copy

ROYAL BANK OF CANADA

By: 
Name: **STEPHANIE BABICH**
Title: **SENIOR MANAGER**

Confidential

Execution Copy

SOCIETE GENERALE

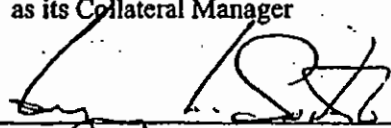
By: 
Name: **Richard Knowlton, Director**
Title:

Confidential

Execution Copy

STANFIELD CLO, LTD.

**By: Stanfield Capital Partners LLC
as its Collateral Manager**

By: 
Name: Gregory L. Smith
Title: Partner

Confidential

Execution Copy

STANFIELD/RMF TRANSATLANTIC CDO, LTD.

**By: Stanfield Capital Partners LLC
as its Collateral Manager**

By:

Name:

Title:

**Gregory L. Smith
Partner**

Confidential

Execution Copy

SUMITOMO TRUST AND BANKING CO., LTD.

By: *Stephanie M. Fowler*
Name: **STEPHANIE M. FOWLER**
Title: **VICE PRESIDENT**

WCI Capital Corp.

Amendment No.2 and New Lender Agreement

NY12527:95794.10

-72-

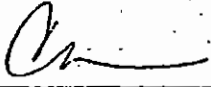
Siemens ICN 01532

B1920

Confidential

Execution Copy

TORONTO DOMINION (TEXAS), INC.

By: 
Name: Carolyn R. Faeth
Title: Vice President

NOV. 30, 2000 5:17PM

UBS WAKBORG

NOV. 30, 2000

Confidential

Execution Copy

UBS AG, STAMFORD BRANCH

By:

Name:

Title:

Wilfred V. Saint
Associate Director
Banking Products Services, US

LYNN B. Alfaro
Associate Director
Banking Products Services, US

NY12327: 93794.10

-74-

B1922

Siemens ICN 01534

TEL: 212 635 8509

BNY CAPITAL MARKETS

NOV.-30 00 (THU) 19:45

P.002

Confidential

Execution Copy

VAN KAMPEN PRIME RATE INCOME TRUST

By: Van Kampen Investment Advisory Corp.

By: _____

Name:

Title:

DAMIAN S. ...
VICE PRESIDENT

Confidential

Execution Copy

VAN KAMPEN SENIOR INCOME TRUST

By: Van Kampen Investment Advisory Corp.

By: 

Name:

MARVIN D. PIERCE

Title:

VICE PRESIDENT

Confidential

Execution Copy

J.H. WHITNEY CASH FLOW FUND, L.P.

By: 

Name: Michael B. DeFlorio


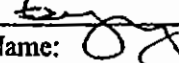
Title: Managing Director

Confidential

Execution Copy

WINDSOR LOAN FUNDING, LIMITED

By: **Stanfield Capital Partners LLC**
as its Collateral Manager

By: 
Name: 
Title: **Gregory L. Smith**
Partner

Confidential

Execution Copy

[Signature page to Amendment No. 2 and New Lender Agreement dated December 6, 2000]

SIEMENS FINANCIAL SERVICES, INC.

By: 

Name: Robert J. Knapp

Title: Sr. VP & Chief Financial Officer

Confidential

Execution Copy

GUARANTORS:

WINSTAR BROADBAND ACQUISITION 2000, LLC

By: 

Name:

Title:

Kenneth J. Zinghini
Vice President and Secretary

Confidential

Execution Copy-

Annex A

Form of Term Loan C Loan Request

Confidential**Execution Copy**Exhibit 2.03(c)**Form of Term Loan C Loan Request**

[Date]

The Bank of New York,
as Administrative Agent
One Wall Street
New York, New York 10286

Attention: _____

Term Loan C Loan Request

Ladies and Gentlemen:

Reference is made to the Revolving Credit and Term Loan Agreement, dated as of May 4, 2000 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among Winstar Communications, Inc., a Delaware corporation (the "*Parent*"), WCI Capital Corp., a Delaware corporation (the "*Borrower*"), each of the entities listed on the signature pages thereto under the heading "*Guarantors*" and the Additional Guarantors from time to time parties thereto, each of the Lenders from time to time parties thereto, The Bank of New York, as letter of credit issuer, administrative agent and collateral agent for the Lenders, Citicorp North America, Inc., as syndication agent for the Lenders, and CIBC World Markets Corp. and Credit Suisse First Boston, as documentation agents for the Lenders. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement.

The Borrower hereby gives you notice, pursuant to Section 2.03(c) of the Credit Agreement, that it requests Term Loan C Loans, and in that connection sets forth below the terms on which such Term Loan C Loans are requested to be made:

- (A) Borrowing Date [Must be a Business Day]
- (B) Aggregate Principal Amount \$200,000,000
- (C) Interest Rate Basis [ABR] [Eurodollar Loan]
- (D) Interest Period and the

Confidential

Execution Copy

last day thereof*

(E) Applicable Margin

Very truly yours,

WCI CAPITAL CORP.

By: _____

Name:

Title:

* One, two, three or six months (or with consent of Lenders, nine or twelve months) in the case of Eurodollar Loans; not applicable to ABR Loans.

Confidential

Execution Copy

Annex B

Form of Term Loan Note

Confidential

Execution Copy

Exhibit 11.01(d)-2

Form of Term Loan Note

PROMISSORY NOTE

[Principal Amount]

[Date]

WCI CAPITAL CORP., a Delaware corporation (the "*Borrower*"), for value received, hereby promises to pay to the order of [LENDER] (the "*Lender*"), at the office of _____, at _____, in lawful money of the United States, the principal sum of [PRINCIPAL AMOUNT IN DOLLARS], in installments as follows due on each Term Loan [A] [B] [C] Scheduled Installment Date, as defined in the Credit Agreement (hereinafter defined), equal to the [percentages][amounts] set forth in Section 2.05[(b)][c][d] of the Credit Agreement.

This Note shall bear interest as set forth in the Credit Agreement for Term Loan [A] [B] [C] Loans. If interest or principal on the loan evidenced by this Note becomes due and payable on a day which is not a Business Day, as defined in the Credit Agreement, the maturity thereof shall be extended and interest shall be payable there the rate specified in the Credit Agreement during such extension.

This Note is one of the Term Notes referred to in that certain Revolving Credit and Term Loan Agreement, dated as of May 4, 2000 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among Winstar Communications, Inc., a Delaware corporation (the "*Parent*"), WCI Capital Corp., a Delaware corporation (the "*Borrower*"), each of the entities listed on the signature pages thereof under the heading "*Guarantors*" and the Additional Guarantors from time to time parties thereto, each of the Lenders from time to time parties thereto, The Bank of New York, as letter of credit issuer, administrative agent and collateral agent for the Lenders, Citicorp North America, Inc., as syndication agent for the Lenders, and CIBC World Markets Corp. and Credit Suisse First Boston, as documentation agents for the Lenders, and is subject to prepayment in whole or in part and its maturity is subject to acceleration upon the terms provided in the Credit Agreement.

THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

This Note is not negotiable and interests herein may be assigned only upon the terms and conditions specified in the Credit Agreement.

All changes in interest determination on the Term Loan [A] [B] [C] Loan made pursuant to the Credit Agreement and all payments of principal hereof may be indicated by

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the Lender upon the grid attached hereto which is a part of this Note. Such notations shall be presumptive as to the aggregate unpaid principal and interest due under this Term Loan [A] [B] [C] Loan.

WCI CAPITAL CORP.

By: _____
Name:
Title:

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Annex C

Form of Assignment and Acceptance

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Exhibit 11.03(a)

Form of Assignment and Acceptance

ASSIGNMENT AND ACCEPTANCE

Reference is made to the Revolving Credit and Term Loan Agreement, dated as of May 4, 2000 as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*", among Winstar Communications, Inc., a Delaware corporation (the "*Parent*"), WCI Capital Corp., Delaware corporation (the "*Borrower*"), each of the entities listed on the signature pages thereof under the heading "*Guarantors*" and the Additional Guarantors from time to time parties thereto, each of the Lenders from time to time parties thereto, The Bank of New York, as letter of credit issuer, administrative agent and collateral agent for the Lenders, Citicorp North America, Inc., as syndication agent for the Lenders, and CIBC World Markets Corp. and Credit Suisse First Boston, as documentation agents for the Lenders. Capitalized terms defined in the Credit Agreement are used herein with the same meanings.

1. The assignor identified below (the "*Assignor*") hereby sells and assigns, without recourse, to the assignee identified below (the "*Assignee*"), and the Assignee hereby purchases, assumes, without recourse, from the Assignor, effective as of the Assignment Date (as defined herein) set forth below, the interests set forth below (the "*Assigned Interest*") in the Assignor's rights and obligations under the Credit Agreement and the other Credit Documents, including, without limitation, the interests set forth below in (i) the commitments of the Assignor on the Assignment Date, (ii) the Loans (and any accrued interest thereon) owing to the Assignor which are outstanding on the Assignment Date and (iii) any other amounts owing to each such assignor under the Credit Agreement on the Assignment Date. The Assignee hereby acknowledges receipt of a copy of the Credit Agreement. From and after the Assignment Date (i) the Assignee shall be a party to and be bound by the provisions of the Credit Agreement and, to the extent of the interests assigned by this Assignment and Acceptance, have the rights and obligations of a Lender thereunder and under the Credit Documents and (ii) the Assignor shall, to the extent of the interests assigned by this Assignment and Acceptance, relinquish its rights and be released from its obligations under the Credit Agreement.

2. This Assignment and Acceptance is being delivered to the Administrative Agent together with (i) if the Assignee is a Foreign Lender, any forms of the type described in Section 4.04(a) of the Credit Agreement, duly completed and executed by such Assignee, (ii) if the Assignee is not already a Lender under the Credit Agreement, an Administrative Questionnaire and (iii) if required under the Credit Agreement, a processing and recordation fee of \$3,500.

3. **THIS ASSIGNMENT AND ACCEPTANCE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

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Date of Assignment and Acceptance:

Legal Name of Assignor:

Legal Name of Assignee:

Assignee's Address for Notices:

Effective Date of Assignment and Acceptance (the "*Assignment Date*")¹:

	<u>Percentage of Total Commitment Assigned**</u>
Revolving Credit Commitment	%
Term Loan A Commitment	%
Term Loan B Commitment	%
Term Loan C Commitment	%

	<u>Principal Amount Assigned</u>
Revolving Credit Loans	\$
Term Loan A Loans	\$
Term Loan B Loans	\$
Term Loan C Loans	\$

* May not be fewer than two Business Days after the date of the Assignment and Acceptance.

** Set forth, to at least 8 decimals, as a percentage of the Total Commitment.

Siemens ICN 01550

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Acceptance to be executed by their respective officers thereunto duly authorized, as of the date first above written.

**The terms set forth above
are hereby agreed to:**

_____, as Assignor

_____, as Assignee

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Consent given:

WINSTAR COMMUNICATIONS, INC.

[ADMINISTRATIVE AGENT]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

WCI CAPITAL CORP.

[L/C ISSUER]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

* To be completed to the extent consents are required under Section 11.03(a) of the Credit Agreement.

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Annex D

Schedule 1.01(c)-1 Lenders and Commitment

Execution Copy

Schedule 1.01(c)-1**Lenders and Commitments***

Lender	Address for Notices	Revolving Credit Commitment	Term Loan A Commitment	Term Loan B Commitment	Term Loan C Commitment	Total Commitment
The Bank of New York	One Wall Street New York, NY 10286	\$25,000,000.00	\$31,250,000.00	\$101,562,500.00		\$157,812,500.00
CIBC Inc.	425 Lexington Avenue New York, NY 10017	\$25,000,000.00	\$31,250,000.00	\$101,562,500.00		\$157,812,500.00
Citicorp North America, Inc.	390 Greenwich Street, 1st Floor New York, NY 10013	\$25,000,000.00	\$31,250,000.00	\$101,562,500.00		\$157,812,500.00
Credit Suisse First Boston	111 Madison Avenue New York, NY 10010	\$25,000,000.00	\$31,250,000.00	\$106,562,500.00		\$162,812,500.00
ABN AMRO Bank N.V.	500 Park Avenue, 2nd Floor New York, NY 10022	\$18,888,888.89	\$23,611,111.11	--		\$42,500,000.00
Bank of Nova Scotia	One Liberty Plaza New York, NY 10006	\$18,888,888.89	\$23,611,111.11	--		\$42,500,000.00

* Commitments as of the Effective Date, or in the case of the Term Loan C Commitment, the Term Loan C Effective Date.

NY12527: 95794.11

-91-

Siemens ICN 01553

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Continued

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Lender	Address for Notices	Revolving Credit Commitment	Term Loan A Commitment	Term Loan B Commitment	Term Loan C Commitment	Total Commitment
Barclays Bank PLC	Borrowing Notices: 222 Broadway New York, NY 10038 Attention: Jackie Brown Other Notices: 388 Market Street, Suite 1700 San Francisco, CA 94111	\$18,888,888.89	\$23,611,111.11	\$10,000,000.00		\$52,500,000.00
Credit Lyonnais New York Branch	1301 Avenue of the Americas New York, NY 10019	\$18,888,888.89	\$23,611,111.11	\$10,000,000.00		\$52,500,000.00
Dresdner Bank AG, New York and Grand Cayman Branches	75 Wall Street New York, NY 10005-2889	\$18,888,888.89	\$23,611,111.11	--		\$42,500,000.00
Fleet National Bank	100 Federal Street Mail Code: MADE10008H Boston, MA 02110	\$18,888,888.89	\$23,611,111.11	--		\$42,500,000.00
Morgan Guaranty Trust Company of New York	60 Wall Street New York, NY 10260-0060 Attention: John Kowalczyk	\$18,888,888.89	\$23,611,111.11	--		\$42,500,000.00
Royal Bank of Canada	One Liberty Plaza, Fifth Floor New York, NY 10006-1404	\$18,888,888.89	\$23,611,111.11	--		\$42,500,000.00
Siemens Financial Services, Inc.	Borrowing Notices: 200 Somerset Corporate Blvd. Bridgewater, NJ 08807-2843 Attention: Robert Knapp Other Notices: 900 Broken Sound Parkway NW (A-5) Boca Raton, FL 33487	--	--	--	\$200,000,000.00	\$200,000,000.00
Société Générale	1221 Avenue of the Americas New York, NY 10020	\$18,888,888.89	\$23,611,111.11	--		\$42,500,000.00

NY12527: 95794.11

-92-

Siemens ICN 01554

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Lender	Address for Notices	Revolving Credit Commitment	Term Loan A Commitment	Term Loan B Commitment	Term Loan C Commitment	Total Commitment
Toronto Dominion (Texas), Inc.	909 Fannin Street, 19th Floor Houston, TX 77010	\$18,888,888.89	\$23,611,111.11	\$2,250,000.00		\$45,000,000.00
IBM Credit Corporation	North Castle Drive Armonk, NY 10504	\$11,111,111.11	\$13,888,888.89	--		\$25,000,000.00
Merrill Lynch Senior Floating Rate Fund, Inc.	800 Scudders Mill Road Plainsboro, NJ 08536	--	--	\$16,500,000.00		\$16,500,000.00
Van Kampen Prime Rate Income Trust	One Parkview Plaza, 5th Floor Oakbrook Terrace, IL 60181	--	--	\$12,500,000.00		\$12,500,000.00
Van Kampen Senior Income Trust	One Parkview Plaza, 5th Floor Oakbrook Terrace, IL 60181	--	--	\$12,500,000.00		\$12,500,000.00

Siemens ICN 01555

-93-

NY12527: 95794.11

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INVOICE

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE



Ship To:
WINSTAR
401 PECADER DR
SUITE P
PROJECT E40412TE
NEWARK DE 19702

Bill To:
WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number ER102926
Invoice Date 03/21/01
Account Number 100109636
Page Number 1

Customer P.O. #		LUC Reference #		Customer Code		Terms		Contract #		FOB	
WVF1-0000005249				NNW702 (V7)		NET 30 DAYS					
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price	
00001	E40412TE	03/20/01			1-1 ODU DS3 BAND 4, 29049		186	\$3,225.00	E	\$606,300.00	
00002	E40412TE	03/20/01			2-1 ODU DS3 BAND 2, 29046		188	\$3,225.00	E	\$606,300.00	
00003	E40412TE	03/20/01			3-1 ODU DS3 BAND 3, 29048		462	\$3,225.00	E	\$1,489,950.00	
00004	E40412TE	03/20/01			4-1 ODU DS3 BAND 1, 29044		462	\$3,225.00	E	\$1,489,950.00	
00005	E40412TE	03/20/01			5-1 ANTENNA 2FT ANDREW		401	\$526.75	E	\$211,226.75	
00006	E40412TE	03/20/01			6-1 ANTENNA 1FT ANDREW		896	\$295.63	E	\$264,884.48	
00007	E40412TE	03/20/01			7-1 P-COM DS3 IDU SNHP 29503		1,300	\$4,688.61	E	\$6,095,193.00	
CONTINUED ON NEXT PAGE											

RETURN THIS PORTION WITH PAYMENT

Remit To: LUCENT TECHNOLOGIES, INC. P.O. BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE		WINSTAR WIRELESS ATTN: SOPHIA RENALDS 2545 HORSE PEN ROAD C-1483 1ST FLOOR HERNDON VA 20171	
Account Number 100109636	Invoice Number ER102926	Current Balance N/A	Total Due This Bill \$ 10,763,804.23
Amount Paid Due N/A	Amount This Bill \$ 10,763,804.23	Discount Amount N/A	Amount Enclosed N/A

Questions About
Your Account?
Call

DIANE SHULTZ
(404) 573-5273

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS:

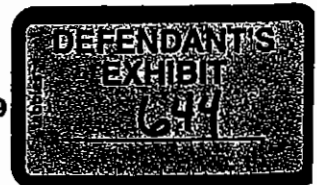
PAYMENTS SHOULD BE MAILED
TO ARRIVE BY THE DUE DATE.

ORIGINAL

CONFIDENTIAL

LW 00300269

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INVOICE

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE



Invoice Number ER102926
Invoice Date 03/21/01
Account Number 100109636
Page Number 2

WINSTAR WIRELESS
ATTN: SOPHIA REHALOS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Ship To: WINSTAR
401 PECADER DR
SUITE P
PROJECT E40412TE
NEWARK DE 19702

Bill To:
WINSTAR WIRELESS
ATTN: SOPHIA REHALOS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

PAYMENT DUE 04/20/01

Customer P.O. #	LUC Reference #	Customer Code	Terms	Contract #	FOB	AUDIT #			
HVF1-000005249		HWY702 (V7)	NET 30 DAYS			AVJH			
Locust Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price
				DIANE SHULTZ INVOICE FOR ALL MATERIAL SHIPPED AS OF 3-20-01 4045735273 ***** LAST PAGE *****					

Sub Total	\$ 10,763,804.23
Less Advance Payments	\$.00
Transportation	\$.00
Tax	\$.00
Total Due	\$ 10,763,804.23

INVOICES ARE PAYABLE
IN U.S. CURRENCY AND
OVERDUE AMOUNT
SHALL BEAR INTEREST AT
A REASONABLE RATE OR
IS SUBJECT TO LATE
PAYMENT CHARGES PER
AGREEMENT REMARKS:

MAKE CHECK PAYABLE TO:

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

Questions About Your
Account? Call

DIANE SHULTZ
(404) 573-5273

REMARKS:

PAYMENTS SHOULD BE MAILED
TO ARRIVE BY THE DUE DATE.

ORIGINAL

CONFIDENTIAL

LW 00300270

B1945



LUCIENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

Ship To: WINSTAR
401 PENCADER DR
SUITE P
PROJECT E40412TE
NEWARK DE 19702

Bill To: WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number: ER102977
Invoice Date: 03/22/01
Account Number: 100109636
Page Number: 1

Customer P.O. #			LUC Reference #		Customer Code		Terms		Contract #		PAYMENT DUE		04/23/01		FOB	
WVF1-0000005249					NHV702 (V7)		NET 30 DAYS								AUDIT # AVJH	
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price						
00001	E40412TE	03/21/01			1-1 00U DS3 BAND 5, 29049		62	\$3,225.00	E	\$199,950.00						
00002	E40412TE	03/21/01			2-1 00U DS3 BAND 2, 29046		62	\$3,225.00	E	\$199,950.00						
00003	E40412TE	03/21/01			3-1 00U DS3 BAND 3, 29048		188	\$3,225.00	E	\$606,300.00						
00004	E40412TE	03/21/01			4-1 00U DS3 BAND 1, 29044		188	\$3,225.00	E	\$606,300.00						
00005	E40412TE	03/21/01			7-1 PCOM DS3 1DU SNMP, 29503		500	\$4,688.61	E	\$2,344,305.00						
										DIANE SHULTZ 4045739273 INVOICED EQUIPMENT SHIPPED UP TO 3-21-01						
										***** LAST PAGE *****						

RETURN THIS PORTION WITH PAYMENT

Remit To:		LUCIENT TECHNOLOGIES, INC.		WINSTAR WIRELESS	
		P.O. BOX 100317		ATTN: SOPHIA RENALDS	
		ATLANTA, GA 30384-0317		2545 HORSE PEN ROAD	
		ATTN: ACCOUNTS RECEIVABLE		C-1483 1ST FLOOR	
				HERNDON VA 20171	
Account Number	100109636	Invoice Number	ER102977	Current Balance	Total Due This Bill
Amount Paid Due	N/A	Amount this Bill	\$ 3,956,805.00	Discount Amount	Amount Enclosed
N/A		\$ 3,956,805.00		N/A	

Sub Total	\$ 3,956,805.00
Less Advance Payment	
Transportation	\$.00
Tax	\$.00
Total Due	\$ 3,956,805.00

Questions About
Your Account?
Call

DIANE SHULTZ
(404) 573-5273

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS

PAYMENTS SHOULD BE MAILED
TO ARRIVE BY THE DUE DATE.

ORIGINAL



LUCIENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

Ship To: WINSTAR
PROJECT E40807TE
401 PENCADER DR
SUITE P
NEWARK DE 19702

Bill To: WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number: ER103301
Invoice Date: 03/27/01
Account Number: 100109636
Page Number: 1

Customer P.O. #		LUC Reference #		Customer Code		Terms		PAYMENT DUE 04/26/01		Contract #		FOB	
WVF2-0000000049				NMV702 (V7)		NET 30 DAYS						AUDIT # AVJH	
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price			
00001	E40807TE	03/26/01			1-1 DS2 XP4 10U SNMP ATPC		510	\$1,787.50	E	\$911,625.00			
00002	E40807TE	03/26/01			2-1 ODU 38 DS3 BAND 1 L		157	\$4,407.50	E	\$691,977.50			
00003	E40807TE	03/26/01			3-1 ODU 38 DS3 BAND 1 H		157	\$4,407.50	E	\$691,977.50			
00004	E40807TE	03/26/01			4-1 ODU 38 DS3 BAND 2 L		98	\$4,407.50	E	\$431,935.00			
00005	E40807TE	03/26/01			5-1 ODU 38 DS3 BAND 2 H		98	\$4,407.50	E	\$431,935.00			
00006	E40807TE	03/26/01			6-1 XP SLIP-FIT ANTENNA HLP		420	\$379.48	E	\$159,381.60			
00007	E40807TE	03/26/01			7-1 XP SLIP-FIT ANTENNA HLP		180	\$596.62	E	\$107,391.60			
CONTINUED ON NEXT PAGE													

CONTINUED ON NEXT PAGE

RETURN THIS PORTION WITH PAYMENT

Remit To: LUCIENT TECHNOLOGIES, INC. P.O. BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE		WINSTAR WIRELESS ATTN: SOPHIA RENALDS 2545 HORSE PEN ROAD C-1483 1ST FLOOR HERNDON VA 20171	
Account Number	100109636	Invoice Number	ER103301
Amount Due	N/A	Current Balance	\$ 3,426,223.20
Amount Paid	N/A	Discount Amount	\$ 3,426,223.20
Amount Due	N/A	Amount Enclosed	\$ 3,426,223.20

Sub Total	\$ 3,426,223.20
Less Advance Payment	
Transportation	\$.00
Tax	\$.00
Total Due	\$ 3,426,223.20

Questions About
Your Account?
Call

DIANE SHULTZ
(404) 573-5273

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS.

PAYMENTS SHOULD BE MAILED
TO ARRIVE BY THE DUE DATE.

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LW 00300273

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LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

Ship To:
WINSTAR
PROJECT E408077E
401 PENCADER DR
SUITE P
NEWARK

Bill To: WINSTAR WIRELESS
ATTN: SOPHIA REINALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA

Invoice Number	EP103301
Invoice Date	03/27/01
Account Number	100109836
Page Number	2
PAYMENT DUE	04/26/01

PAYMENT DUE		04/26/01
-------------	--	----------

Customer P.O. #	LUC Reference #	Customer Code	Terms	Contract #	FOB					
WVF2-0000000056		RHY702 (Y7)	NET 30 DAYS							
		AUDIT # AVJH								
Item No.	Last Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price
					DIANE SHULTZ BILLED ALL EQUIPMENT SHIPPED AS OF 3-26-01 ***** LAST PAGE *****					

Questions About Your Account? Call

DIANE SHULTZ
(404) 573-5273

REMARKS:

**PAYMENTS SHOULD BE MAILED
TO ARRIVE BY THE DUE DATE.**

MAKE CHECK PAYABLE TO:

LUCENT TECHNOLOGIES, INC.
 P.O. BOX 100317
 ATLANTA, GA 30384-0317
 ATTN: ACCOUNTS RECEIVABLE

**INVOICES ARE PAYABLE
IN U.S. CURRENCY AND
OVERDUE AMOUNT
SHALL BEAR INTEREST AT
A REASONABLE RATE OR
IS SUBJECT TO LATE
PAYMENT CHARGES PER
AGREEMENT REMARKS:**

Sub Total	
Less Advance Payments	
Transportation	
Tax	
Total Due	

\$	3,426,223.20
\$.00
\$.00
\$	3,426,223.20

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LW 00300274

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INVOICE

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE



Ship To:
WINSTAR
401 PENCADER DR
SUITE P
PROJECT E30948TE WVF1-0000000206
NEWARK DE 19702

WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number ER102810
Invoice Date 03/16/01
Account Number 100109636
Page Number 1

Customer P.O. #		LUC Reference #		Customer Code		Terms		Contract #		04/15/01		FOB	
WVF1-0000000206				HHY702 (Y7)		NET 30 DAYS				AUDIT # AVJH			
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price			
00001	E30948TE	03/12/01			3-1 ODU 36GHZ BAND 2TX LOW		329	\$4,171.00	E	\$1,372,259.00			
00002	E30948TE	03/12/01			4-1 ODU 36GHZ BAND 2TX HIGH		329	\$4,171.00	E	\$1,372,259.00			
					DIANE SHULTZ REFLECTS SHIPMENTS FROM 9-30-00 TO 03-15-01								
					4045735273								
					*****	LAST PAGE		*****					

RETURN THIS PORTION WITH PAYMENT

Remit To:		WINSTAR WIRELESS		HERNDON VA 20171	
LUCENT TECHNOLOGIES, INC.		ATTN: SOPHIA RENALDS			
P.O. BOX 100317		2545 HORSE PEN ROAD			
ATLANTA, GA 30384-0317		C-1483 1ST FLOOR			
ATTN: ACCOUNTS RECEIVABLE					
Account Number	100109636	Invoice Number	ER102810	Current Balance	\$ 2,744,518.00
Amount Paid Due	N/A	Amount Due	\$ 2,744,518.00	Discount Amount	Amount Enclosed
N/A		\$ 2,744,518.00	N/A		

Sub Total	\$ 2,744,518.00
Less Advance Payment	
Transportation	\$.00
Tax	\$.00
Total Due	\$ 2,744,518.00

Questions About
Your Account?
Call

DIANE SHULTZ
(404) 573-5673

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS.

PAYMENTS SHOULD BE MAILED
TO ARRIVE BY THE DUE DATE.

ORIGINAL

CONFIDENTIAL

LW 00300278

B1949



LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

Ship To: WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HUBS AND B'S WHE000005825
HERNDON VA 20171

Bill To: WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number WR103565
Invoice Date 04/02/01
Account Number 100109636
Page Number 1

Customer P.O. #		LUC Reference #	Customer Code	Terms	Contract #	FOB				
WHE0000005825			NWY702 ('V7)	NET 30 DAYS						
						AUDIT # AVJH				
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price
00001	K6985VT	03/26/01			15-1 EQUIPMENT ENG AND RECORDS					\$5,334.00
00002	K7813HT	03/26/01			15-1 EQUIPMENT ENG AND RECORDS					\$1,524.00
00003	K7914HT	03/26/01			15-1 EQUIPMENT ENG AND RECORDS					\$3,048.00
00004	M5283HT	03/26/01			15-1 EQUIPMENT ENG AND RECORDS					\$6,858.00
00005	M6648NE	03/26/01			15-1 EQUIPMENT ENG AND RECORDS					\$4,572.00
00006	M6763JT	03/26/01			15-1 EQUIPMENT ENG AND RECORDS					\$9,144.00
00007	N9884MT	03/26/01			15-1 EQUIPMENT ENG AND RECORDS					\$2,286.00
CONTINUED ON NEXT PAGE										

RETURN THIS PORTION WITH PAYMENT

Remit To: LUCENT TECHNOLOGIES, INC. P.O. BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE		WINSTAR WIRELESS ATTN: SOPHIA RENALDS 2545 HORSE PEN ROAD C-1483 1ST FLOOR HERNDON VA 20171	
Account Number: 100109636	Invoice Number: WR103565	Current Balance: N/A	Total Due (This Bill): \$ 1,371,598.98
Amount Paid Due: N/A	Amount Paid: \$ 1,371,598.98	Discount Amount: N/A	Amount Enclosed: N/A

Questions About
Your Account?
Call

DIANE SHULTZ
(404) 573-5273

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS:

ORIGINAL

CONFIDENTIAL

LW 00300281

B1950



LUCIENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

Ship To:

WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HUBS AND B'S WNE0000005825
HERNDON VA 20171

Bill To:

WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number WRI03565

Invoice Date 04/02/01

Account Number 100109636

Page Number 2

PAYMENT DUE 05/02/01

Customer P.O. #		LUC Reference #		Customer Code		Terms		Contract #		FOB		AUDIT #	
WNE0000005825				NNY702 (Y7)		NET 30 DAYS						AVJH	
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price			
00008	D14659NE	03/26/01			14-1 MISC MATERIAL		1	\$30,999.00	E	\$30,999.00			
00009	D59200HA	03/26/01			14-1 MISC MATERIAL		1	\$30,999.00	E	\$30,999.00			
00010	D61272HA	03/26/01			14-1 MISC MATERIAL		1	\$30,999.00	E	\$30,999.00			
00011	D61286HA	03/26/01			14-1 MISC MATERIAL		1	\$30,999.00	E	\$30,999.00			
00012	D61287HA	03/26/01			14-1 MISC MATERIAL		1	\$30,999.00	E	\$30,999.00			
00013	D61289HA	03/26/01			MISC MATERIAL		1	\$30,999.00	E	\$30,999.00			
00014	D61290HA	03/26/01			MISC MATERIAL		1	\$30,999.00	E	\$30,999.00			
00015	D61291HA	03/26/01			14-1 MISC MATERIAL		1	\$30,999.00	E	\$30,999.00			
00016	D61292HA	03/26/01			14-1 MISC MATERIAL		1	\$30,999.00	E	\$30,999.00			
00017	D61293HA	03/26/01			14-1 MISC MATERIAL		1	\$30,999.00	E	\$30,999.00			
00018	D61294HA	03/26/01			MISC MATERIAL		1	\$30,999.00	E	\$30,999.00			
00019	D61578VA	03/26/01			14-1 MISC MATERIAL		1	\$30,999.00	E	\$30,999.00			

CONTINUED ON NEXT PAGE

Questions About Your
Account? Call

DIANE SHULTZ
(404) 573-5273

REMARKS:

MAKE CHECK PAYABLE TO:

LUCIENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

Sub Total

\$ 404,745.00

Less Advance

Payments

Transportation

Tax

Total Due

\$ 5,888.98

\$.00

\$ 1,371,598.98

INVOICES ARE PAYABLE
IN U.S. CURRENCY AND
OVERDUE AMOUNT
SHALL BEAR INTEREST AT
A REASONABLE RATE OR
IS SUBJECT TO LATE
PAYMENT CHARGES PER
AGREEMENT REMARKS.

ORIGINAL

CONFIDENTIAL

LW 00300282

B1951



LUCIENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

Ship To: WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1463 1ST FLOOR
HUBS AND B'S WNE0000005825
HERNDON VA 20171

Bill To: WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1463 1ST FLOOR
HERNDON VA 20171

Invoice Number WRI03565
Invoice Date 04/02/01
Account Number 100109636
Page Number 3

PAYMENT DUE 05/02/01

Customer P.O. #		LUC Reference #		Customer Code		Terms		Contract #		FOB		AUDIT #	
WNE0000005825				WNY702 (V7)		NET 30 DAYS						AVJH	
Item No.	Lucant Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price			
00020	D61579VA	03/26/01			14-1 MISC MATERIAL		1	\$30,999.00	E	\$30,999.00			
00021	D61580VA	03/26/01			14-1 MISC MATERIAL		1	\$30,999.00	E	\$30,999.00			
00022	D61581VA	03/26/01			14-1 MISC MATERIAL		1	\$30,999.00	E	\$30,999.00			
00023	D61582VA	03/26/01			14-1 MISC MATERIAL		1	\$30,999.00	E	\$30,999.00			
00024	D61966VA	03/26/01			14-1 MISC MATERIAL		1	\$30,999.00	E	\$30,999.00			
00025	D61960VA	03/26/01			14-1 MISC MATERIAL		1	\$30,999.00	E	\$30,999.00			
00026	D62220MA	03/26/01			14-1 MISC MATERIAL		1	\$30,999.00	E	\$30,999.00			
00027	D62220MA	03/26/01			TRANSPORTATION					\$994.83			
00028	D62221MA	03/26/01			14-1 MISC MATERIAL		1	\$30,999.00	E	\$30,999.00			
00029	D62221MA	03/26/01			TRANSPORTATION					\$994.83			
00030	D62222MA	03/26/01			14-1 MISC MATERIAL		1	\$30,999.00	E	\$30,999.00			
00031	D62222MA	03/26/01			TRANSPORTATION					\$994.83			

CONTINUED ON NEXT PAGE

CONTINUED ON NEXT PAGE

Sub Total	\$ 683,736.00
Less Advance Payments	
Transportation	\$ 5,884.98
Tax	\$.00
Total Due	\$ 1,371,598.98

INVOICES ARE PAYABLE
IN U.S. CURRENCY AND
OVERDUE AMOUNT
SHALL BEAR INTEREST AT
A REASONABLE RATE OR
IS SUBJECT TO LATE
PAYMENT CHARGES PER
AGREEMENT REMARKS:

MAKE CHECK PAYABLE TO:

Questions About Your
Account? Call

DIANE SHULTZ
(404) 573-5273

REMARKS:

LUCIENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

ORIGINAL

CONFIDENTIAL

LW 00300283

B1952



LUCIENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

Ship To: WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1463 1ST FLOOR
HUBS AND B'S WNE0000045825
HERNDON VA 20171

Bill To: WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1463 1ST FLOOR
HERNDON VA 20171

Invoice Number WR103565
Invoice Date 04/02/01
Account Number 100109636
Page Number 4

PAYMENT DUE 05/02/01

Customer P.O. #	LUC Reference #	Customer Code	Terms	Contract #	FOB	AUDIT #				
WNE0000005825		HHY702 (Y7)	NET 30 DAYS			AVJH				
Item No.	Line Item Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price
00032	D62224NA	03/26/01			14-1 MISC MATERIAL		1	\$30,999.00	E	\$30,999.00
00033	D62224NA	03/26/01			TRANSPORTATION					\$994.83
00034	E14560NE	03/26/01			14-1 MISC MATERIAL		1	\$30,999.00	E	\$30,999.00
00035	E15028NE	03/26/01			14-1 MISC MATERIAL		1	\$30,999.00	E	\$30,999.00
00036	E15029NE	03/26/01			14-1 MISC MATERIAL		1	\$30,999.00	E	\$30,999.00
00037	E16688NE	03/26/01			14-1 MISC MATERIAL		1	\$30,999.00	E	\$30,999.00
00038	E16690NE	03/26/01			14-1 MISC MATERIAL		1	\$30,999.00	E	\$30,999.00
00039	E16693NE	03/26/01			14-1 MISC MATERIAL		1	\$30,999.00	E	\$30,999.00
00040	E16694NE	03/26/01			14-1 MISC MATERIAL		1	\$30,999.00	E	\$30,999.00
00041	E17112NE	03/26/01			14-1 MISC MATERIAL		1	\$30,999.00	E	\$30,999.00
00042	E17112NE	03/26/01			TRANSPORTATION					\$952.83
00043	E17113NE	03/26/01			14-1 MISC MATERIAL		1	\$30,999.00	E	\$30,999.00

CONTINUED ON NEXT PAGE

Sub Total	\$ 993,726.00
Less Advance Payments	
Transportation	\$ 5,884.98
Tax	\$.00
Total Due	\$ 1,371,598.98

INVOICES ARE PAYABLE
IN U.S. CURRENCY AND
OVERDUE AMOUNT
SHALL BEAR INTEREST AT
A REASONABLE RATE OR
IS SUBJECT TO LATE
PAYMENT CHARGES PER
AGREEMENT REMARKS:

MAKE CHECK PAYABLE TO:

LUCIENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

Questions About Your
Account? Call

DIANE SHULTZ
(404) 573-5273

REMARKS:

ORIGINAL

CONFIDENTIAL

LW 00300284

B1953



LUCIENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

Ship To:

WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HUBS AND B'S WNE0000005825
HERNDON VA 20171

Bill To:

WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number WR103565
Invoice Date 04/02/01
Account Number 100109636
Page Number 5

PAYMENT DUE 05/02/01

Customer P.O. #	LUC Reference #	Customer Code	Terms	Contract #	FOB	AUDIT #				
WNE0000005825		WNY702 (V7)	NET 30 DAYS			AVJR				
Item No.	Locust Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price
00044	E17113NE	03/26/01			TRANSPORTATION					\$952.83
00045	F21518JC	03/26/01			14-1 MISC MATERIAL		1	\$30,999.00	E	\$30,999.00
00046	F21519JC	03/26/01			14-1 MISC MATERIAL		1	\$30,999.00	E	\$30,999.00
00047	F21520JC	03/26/01			14-1 MISC MATERIAL		1	\$30,999.00	E	\$30,999.00
00048	F21521JC	03/26/01			14-1 MISC MATERIAL		1	\$30,999.00	E	\$30,999.00
00049	F21522JC	03/26/01			14-1 MISC MATERIAL		1	\$30,999.00	E	\$30,999.00
00050	F21523JC	03/26/01			14-1 MISC MATERIAL		1	\$30,999.00	E	\$30,999.00
00051	F21524JC	03/26/01			14-1 MISC MATERIAL		1	\$30,999.00	E	\$30,999.00
00052	F21525JC	03/26/01			14-1 MISC MATERIAL		1	\$30,999.00	E	\$30,999.00
00053	F21526JC	03/26/01			14-1 MISC MATERIAL		1	\$30,999.00	E	\$30,999.00
00054	F21528JC	03/26/01			14-1 MISC MATERIAL		1	\$30,999.00	E	\$30,999.00
00055	F21529JC	03/26/01			14-1 MISC MATERIAL		1	\$30,999.00	E	\$30,999.00

CONTINUED ON NEXT PAGE

Questions About Your Account? Call

DIANE SHULTZ
(404) 573-5273

REMARKS:

MAKE CHECK PAYABLE TO:
LUCIENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICES ARE PAYABLE
IN U.S. CURRENCY AND
OVERDUE AMOUNT
SHALL BEAR INTEREST AT
A REASONABLE RATE OR
IS SUBJECT TO LATE
PAYMENT CHARGES PER
AGREEMENT REMARKS.

Sub Total
Less Advance
Payments
Transportation
Tax
Total Due

\$ 1,334,715.00
\$ 5,884.98
\$.00
\$ 1,371,598.98

ORIGINAL

CONFIDENTIAL

LW 00300285

B1954



LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

Ship To:
WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Bill To:
WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number WR103565
Invoice Date 04/02/01
Account Number 100109636
Page Number 6

PAYMENT DUE 05/02/01

Item No.	Customer P.O. #	LUC Reference #	Customer Code	Terms	Contract #	FOB	AUDIT #
	WNE0000005825		RNY702 (Y7)	NET 30 DAYS			NYJH
				Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price
00056	F21532JC	03/26/01		14-1 HISC MATERIAL DIANE SHULTZ BILLED TO MATCH EPDS. CABINETS AND DSLAM FOR ALL ORDERS LISTED. ENGINEERING FOR ALL ORDERS LISTED ON INVOICE. ***** LAST PAGE *****	1		\$30,999.00
							E
							Total Price
							\$30,999.00

Sub Total	\$ 1,365,714.00
Less Advance Payments	
Transportation	\$ 5,884.98
Tax	\$.00
Total Due	\$ 1,371,598.98

INVOICES ARE PAYABLE
IN U.S. CURRENCY AND
OVERDUE AMOUNT
SHALL BEAR INTEREST AT
A REASONABLE RATE OR
IS SUBJECT TO LATE
PAYMENT CHARGES PER
AGREEMENT REMARKS:

MAKE CHECK PAYABLE TO:

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

Questions About Your
Account? Call

DIANE SHULTZ
(404) 573-5273

REMARKS:

ORIGINAL

CONFIDENTIAL

LW 00300286

B1955



LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

Ship To:
WINSTAR
COLUMBIA GPC
9515 GERMIG LN
SUITE 131
COLUMBIA MD 21048

Bill To:

WINSTAR WIRELESS
ATTN: JULIAN HADDAD
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number ER100993
Invoice Date 01/25/01
Account Number 100109636
Page Number 1

Customer P.O. #		LUC Reference #		Customer Code		Terms		Contract #		FOB	
WNE0000005825				NH702 (Y7)		NET 30 DAYS				AUDIT # AVJH	
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price	
00001	E42083TE	01/25/01			1-1 NETWORK ENGINEERING SVC.CH					\$1,044,240.00	
00002	E42083TE	01/25/01			1-1 NETWORK ENGINEERING SVC 1577					\$261,060.00	
					DIANE SHULTZ 4045734273 NETWORK ENGINEERING SERVICES - CONSTRUCTION MANAGEMENT REFERENCE 1-1 ON PO WNE0000005825						
					***** LAST PAGE *****						

RETURN THIS PORTION WITH PAYMENT

Remit To: LUCENT TECHNOLOGIES, INC. P.O. BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE		WINSTAR WIRELESS ATTN: JULIAN HADDAD 2545 HORSE PEN ROAD C-1483 1ST FLOOR HERNDON VA 20171	
Account Number 100109636	Invoice Number ER100993	Current Balance N/A	Total Due This Bill \$ 1,305,300.00
Amount Due N/A	Amount This Bill \$ 1,305,300.00	Discount Amount N/A	Amount Enclosed N/A

Sub Total	\$ 1,305,300.00
Less Advance Payment	
Transportation	\$.00
Tax	\$.00
Total Due	\$ 1,305,300.00

Questions About
Your Account?
Call

DIANE SHULTZ
(404) 573-5273

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS.

PAYMENTS SHOULD BE MAILED
TO ARRIVE BY THE DUE DATE.

ORIGINAL

INVOICE

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE



Ship To: WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Bill To: WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number: ER103548
Invoice Date: 03/29/01
Account Number: 100109636
Page Number: 1

Customer P.O. #		LUC Reference #		Customer Code		Terms		Contract #		PAYMENT DUE 04/28/01		FOB	
HV2-0000001747				NHY702 (Y7)		NET 30 DAYS						AUDIT #	
												AVJH	
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price			
00001	E43921TE	03/26/01			1-1 CVU R5		1	\$134,200.00	E	\$134,200.00			
00002	E43921TE	03/26/01			2-1 CVU 5E14 & FEATURES		1	\$23,760.00	E	\$23,760.00			
00003	E43921TE	03/26/01			3-1 CVU R7.0.2		1	\$22,296.27	E	\$22,296.27			
00004	E43921TE	03/26/01			4-1 NFM R7		1	\$280,500.00	E	\$280,500.00			
00005	E43921TE	03/26/01			5-1 NFM R10		1	\$30,855.00	E	\$30,855.00			
00006	E43921TE	03/26/01			6-1 SNC/SHMS		1	\$179,575.00	E	\$179,575.00			
					DIANE SHULTZ	4045735273							
												CONTINUED ON NEXT PAGE	

RETURN THIS PORTION WITH PAYMENT

Remit To: LUCENT TECHNOLOGIES, INC. P.O. BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE		WINSTAR WIRELESS ATTN: SOPHIA RENALDS 2545 HORSE PEN ROAD C-1483 1ST FLOOR HERNDON VA 20171	
Account Number	100109636	Invoice Number	ER103548
Amount Due	\$ 671,186.27	Current Balance	\$ 671,186.27
Amount Paid	\$ 0.00	Discount Amount	\$ 0.00
N/A	\$ 671,186.27	N/A	N/A

Questions About
Your Account?
Call

DIANE SHULTZ
(404) 573-5273

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS

PAYMENTS SHOULD BE MAILED
TO ARRIVE BY THE DUE DATE.

ORIGINAL

INVOICE

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE



Invoice Number ER103548
Invoice Date 03/29/01
Account Number 100109636
Page Number 2

WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Ship To:
WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Bill To:

PAYMENT DUE 04/28/01

Customer P.O. #	LUC Reference #	Customer Code	Terms	Contract #	FOB					
WVF2-0000001747		NHY702 (Y7)	NET 30 DAYS							
Item No.	Line Item Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price
					QUARTERLY BILLING FOR 01-01 / 3-01 PER PATRICIA PERRY					
					***** LAST PAGE *****					

Sub Total	\$ 671,186.27
Less Advance Payments	
Transportation	.00
Tax	.00
Total Due	\$ 671,186.27

INVOICES ARE PAYABLE
IN U.S. CURRENCY AND
OVERDUE AMOUNT
SHALL BEAR INTEREST AT
A REASONABLE RATE OR
IS SUBJECT TO LATE
PAYMENT CHARGES PER
AGREEMENT REMARKS:

MAKE CHECK PAYABLE TO:

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

Questions About Your
Account? Call

DIANE SHULTZ
(404) 573-5273

REMARKS:

PAYMENTS SHOULD BE MAILED
TO ARRIVE BY THE DUE DATE.

ORIGINAL

CONFIDENTIAL

LW 00300290

B1958



LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

Ship To: WINSTAR
PHOENIX GPC
3750 W INDIAN SCHOOL RD
GENE J WOOD
PHOENIX AZ 85019

Bill To: WINSTAR WIRELESS
ATTN: JULIAN HADDAD
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number ER103700
Invoice Date 03/30/01
Account Number 100109636
Page Number 1

Customer P.O. #		LUC Reference #		Customer Code		Terms		Contract #		FOB	
WNE000005825				Y7		NET 30 DAYS					
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price	
00001	E41966TE	01/25/01			99 MADISON AVE					\$20,500.00	
00002	E41966TE	01/25/01			24 EAST 21ST ST					\$14,623.00	
00003	E41966TE	01/25/01			114E. 32ND ST					\$25,627.00	
00004	E41966TE	01/25/01			352 PARK AVE. S.					\$15,172.00	
00005	E41966TE	01/25/01			250 PARK AVE. S.					\$8,860.00	
00006	E41966TE	01/25/01			8918 TERSORO					\$5,063.00	
00007	E41966TE	01/25/01			8700 TESORO					\$20,500.00	
CONTINUED ON NEXT PAGE											

CONTINUED ON NEXT PAGE

RETURN THIS PORTION WITH PAYMENT

Remit To: LUCENT TECHNOLOGIES, INC. P.O. BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE		WINSTAR WIRELESS ATTN: JULIAN HADDAD 2545 HORSE PEN ROAD C-1483 1ST FLOOR HERNDON VA 20171	
Account Number	100109636	Invoice Number	ER103700
Amount Due	\$ 628,485.00	Current Balance	\$ 628,485.00
Amount Paid	N/A	Discount Amount	N/A
Amount Due	\$ 628,485.00	Amount Enclosed	N/A

Sub Total \$ 110,345.00
Less Advance Payment
Transportation \$.00
Tax \$.00
Total Due \$ 628,485.00

Questions About
Your Account?
Call

DIANE SHULTZ
(404) 573-5273

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS:

PAYMENTS SHOULD BE MAILED
TO ARRIVE BY THE DUE DATE.

ORIGINAL



LUCIENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

Ship To: WINSTAR
PHOENIX GPC
3750 W INDIAN SCHOOL RD
GENE J MOOD
PHOENIX AZ 85019

Bill To: WINSTAR WIRELESS
ATTN: JULIAN HADDAD
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number ER103700
Invoice Date 03/30/01
Account Number 100109636
Page Number 2

PAYMENT DUE 04/29/01

Customer P.O. #		LDC Reference #		Customer Code		Terms		Contract #		FOB	
WNE0000005825				Y7		NET 30 DAYS					
Item No.	Lucient Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price	
00008	E41966TE	01/25/01			8626 TESORO					\$20,500.00	
00009	E41966TE	01/25/01			9800 LA CIENEGA					\$6,075.00	
00010	E41966TE	01/25/01			7425 MISSION VALLEY DR					\$20,500.00	
00011	E41966TE	01/25/01			691 CAMINO DE LA REINA					\$20,500.00	
00012	E41966TE	01/25/01			480 CAMINO DEL RIO					\$20,500.00	
00013	E41966TE	01/25/01			251 S. LAKE					\$20,500.00	
00014	E41966TE	01/25/01			11403-11417					\$20,500.00	
00015	E41966TE	01/25/01			11437-11457					\$20,500.00	
00016	E41966TE	01/25/01			11471-11495					\$20,500.00	
00017	E41966TE	01/25/01			6600 CITY WEST PARKWAY					\$20,500.00	
00018	E41966TE	01/25/01			7905 GOLDEN TRIANGLE					\$20,500.00	
00019	E41966TE	01/25/01			7562-7578 MARKET PLACE DRIVE					\$20,500.00	

CONTINUED ON NEXT PAGE

Sub Total	\$	341,920.00
Less Advance Payments	\$	.00
Transportation	\$	.00
Tax	\$	.00
Total Due	\$	628,485.00

INVOICES ARE PAYABLE
IN U.S. CURRENCY AND
OVERDUE AMOUNT
SHALL BEAR INTEREST AT
A REASONABLE RATE OR
IS SUBJECT TO LATE
PAYMENT CHARGES PER
AGREEMENT REMARKS:

MAKE CHECK PAYABLE TO:

LUCIENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

Questions About Your
Account? Call

DIANE SHULTZ
(404) 573-5273

REMARKS:

PAYMENTS SHOULD BE MAILED
TO ARRIVE BY THE DUE DATE.

ORIGINAL

CONFIDENTIAL

LW 00300292

B1960



LUCIENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

Ship To:

WINSTAR
PHOENIX GPC
3750 W INDIAN SCHOOL RD
GENE J WOOD
PHOENIX AZ 85019

Bill To:

WINSTAR WIRELESS
ATTN: JULIAN HADDAD
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number

ER103700

Invoice Date

03/30/01

Account Number

100109636

Page Number

3

PAYMENT DUE 04/29/01

Customer P.O. #		LUC Reference #		Customer Code		Terms		Contract #		FOB	
WHE0000005825				Y7		NET 30 DAYS					
Item No.	Locust Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price	
00020	E41966TE	01/25/01			7567-7583 MARKET PLACE DRIVE					\$20,500.00	
00021	E41966TE	01/25/01			7901 FLYING CLOUD DR					\$20,500.00	
00022	E41966TE	01/25/01			9625 WEST 76TH STREET					\$20,500.00	
00023	E41966TE	01/25/01			9675 WEST 76TH STREET					\$20,500.00	
00024	E41966TE	01/25/01			2031 W. ALAMEDA					\$4,725.00	
00025	E41966TE	01/25/01			245 S LOS ROBLES					\$32,813.00	
00026	E41966TE	01/25/01			299 EUCLID					\$20,500.00	
00027	E41966TE	01/25/01			200 S. LOS ROBLES					\$4,595.00	
00028	E41966TE	01/25/01			180 S. LAKE					\$20,500.00	
00029	E41966TE	01/25/01			55 S. LAKE					\$4,595.00	
00030	E41966TE	01/25/01			600 S. LAKE					\$25,826.00	
00031	E41966TE	01/25/01			283 S. LAKE					\$20,500.00	

CONTINUED ON NEXT PAGE

Questions About Your
Account? Call

DIANE SHULTZ
(404) 573-5273

REMARKS:

PAYMENTS SHOULD BE MAILED
TO ARRIVE BY THE DUE DATE.

MAKE CHECK PAYABLE TO:

LUCIENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

Sub Total

\$ 557,974.00

Less Advance Payments

\$.00

Transportation

\$.00

Tax

\$.00

Total Due

\$ 628,485.00

INVOICES ARE PAYABLE
IN U.S. CURRENCY AND
OVERDUE AMOUNT
SHALL BEAR INTEREST AT
A REASONABLE RATE OR
IS SUBJECT TO LATE
PAYMENT CHARGES PER
AGREEMENT REMARKS:

ORIGINAL

CONFIDENTIAL

LW 00300293

B1961



LUCIENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

Ship To:

WINSTAR
PHOENIX GPC
3750 W INDIAN SCHOOL RD
GENE J WOOD
PHOENIX AZ 85019

Bill To:

WINSTAR WIRELESS
ATTN: JULIAN HADDAD
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number ER103700
Invoice Date 03/30/01
Account Number 100109636
Page Number 4

PAYMENT DUE 04/29/01

Customer P.O. #		LUC Reference #		Customer Code		Terms		Contract #		FOB	
WNE0000005925				Y7		NET 30 DAYS					
Item No.	Lucant Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price	
00032	E41966TE	01/25/01			225 S. LAKE						\$20,500.00
00033	E41966TE	01/25/01			201 S. LAKE						\$20,500.00
00034	E41966TE	01/25/01			307 WEST 200 SOUTH						\$2,936.00
00035	E41966TE	01/25/01			102 WEST 500 SOUTH						\$20,500.00
00036	E41966TE	01/25/01			8450 SEPULVEDA						\$6,075.00
					DIANE SHULTZ	4045735273					
					B-SITE CONSTRUCTION REFERENCING LINE 16-1 ON WNE0000005925						
					***** LAST PAGE *****						

Sub Total	\$	628,485.00
Less Advance Payments	\$	.00
Transportation	\$	.00
Tax	\$	.00
Total Due	\$	628,485.00

INVOICES ARE PAYABLE
IN U.S. CURRENCY AND
OVERDUE AMOUNT
SHALL BEAR INTEREST AT
A REASONABLE RATE OR
IS SUBJECT TO LATE
PAYMENT CHARGES PER
AGREEMENT REMARKS.

MAKE CHECK PAYABLE TO:

LUCIENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

Questions About Your
Account? Call

DIANE SHULTZ
(404) 573-5273

REMARKS:

PAYMENTS SHOULD BE MAILED
TO ARRIVE BY THE DUE DATE.

ORIGINAL

CONFIDENTIAL

LW 00300294

B1962

INVOICE

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE



Ship To:
WINSTAR
401 PENCADER DR
SUITE P

Bill To:

WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR

Invoice Number NR101952

Invoice Date 03/02/01

Account Number 100109636

Page Number 1

HERNDON VA 20171

DE 19702

HERNDON

Customer P.O. #		LUC Reference #		Customer Code		Terms		Contract #		PAYMENT DUE		04/01/01		FOB		AUDIT #	
WVF1-0000001965				NNY702 (V7)		NET 30 DAYS										AVCH	
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price							
00001	E14496NE	03/01/01			12-1 RT 10U FOMA 1X0C3/3XSTS3 DIANE SHULTZ ITEMS THAT HAVE SHIPPED SINCE LAST INVOICE ***** LAST PAGE *****		160	\$3,399.69	E	\$543,950.40							

RETURN THIS PORTION WITH PAYMENT

Remit To:		LUCENT TECHNOLOGIES, INC. P.O. BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE	
Account Number	100109636	Invoice Number	NR101952
Amount Due	N/A	Current Balance	\$ 543,950.40
Amount Due	\$ 543,950.40	Discount Amount	N/A
Amount Due	N/A	Amount Due	N/A

Sub Total	\$ 543,950.40
Less Advance Payment	
Transportation	\$.00
Tax	\$.00
Total Due	\$ 543,950.40

Questions About
Your Account?
Call

DIANE SHULTZ
(404) 573-5273

COPIES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS.

THANK YOU FOR LETTING US SERVE YOU
AS WE STRIVE FOR BILLING ACCURACY!
YOUR TIMELY PAYMENT IS APPRECIATED

ORIGINAL



LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

WINSTAR
401 PENCADER DR SUITE P
PROJECT E36961TE
NEWARK DE 19702

Bill To:

WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number ER102918
Invoice Date 03/20/01
Account Number 100109636
Page Number 1

Customer P.O. #		LUC Reference #		Customer Code		Terms		Contract #		FOB	
WVF1-0000003391				MHY702 (V7)		NET 30 DAYS				AUDIT # AVJH	
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price	
00001	E36961TE	03/19/01			1-1 ODU OC3 38GHZ BAND 3A		11	\$10,020.08	E	\$110,220.88	
00002	E36961TE	03/19/01			2-1 ODU OC3 38GHZ BAND 3B		11	\$10,020.08	E	\$110,220.88	
00003	E36961TE	03/19/01			5-1 DSS IDU NARROWBAND W/ TWO CHANN		22	\$6,628.45	E	\$145,825.90	
00004	E36961TE	03/19/01			6-1 ANTENNA OC3 38GHZ 1FT		20	\$452.58	E	\$9,051.60	
00005	E36961TE	03/19/01			7-1 ANTENNA OC3 38GHZ 2FT		1	\$806.25	E	\$806.25	
DIANE SHULTZ 4045735273 INVOICED ALL EQUIPMENT BILLED AS OF 3-19-01											
***** LAST PAGE *****											

RETURN THIS PORTION WITH PAYMENT

RETURN THIS PORTION WITH PAYMENT			
Remit To:			
LUCENT TECHNOLOGIES, INC. P.O. BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE		WINSTAR WIRELESS ATTN: SOPHIA RENALDS 2545 HORSE PEN ROAD C-1483 1ST FLOOR HERNDON VA 20171	
Account Number	Invoice Number	Current Balance	Total Due This Bill
100109636	ER102918	N/A	\$ 376,125.51
Amount Paid Due	Amount Due This Bill	Discount Amount	Amount Enclosed
N/A	\$ 376,125.51	N/A	

Sub Total	\$ 376,125.51
Less Advance Payment	
Transportation	\$.00
Tax	\$.00
Total Due	\$ 376,125.51

Questions About
Your Account?
Call

DIANE SHULTZ
(404) 573-5273

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS:

PAYMENTS SHOULD BE MAILED
TO ARRIVE BY THE DUE DATE.

ORIGINAL



LUCERT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

Ship To:
WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Bill To:
WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number ER102442
Invoice Date 03/02/01
Account Number 100109636
Page Number 1

Customer P.O. #		LUC Reference #		Customer Code		Terms		Contract #		FOB	
WNE000005825				NNY702 (Y7)		NET 30 DAYS					
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price	
00001	E41966TE	02/27/01			16-1 INSTALLATION ACTIVITIES DIANE SHULTZ 4045734273 BILLED SPEC 37.38, 40 ON ORDER PER BEVERLY SOWELL ***** LAST PAGE *****						\$302,060.00
										AUDIT # AVJR	

AUDIT #
AVJH

RETURN THIS PORTION WITH PAYMENT

Remit To: LUCERT TECHNOLOGIES, INC. P.O. BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE		WINSTAR WIRELESS ATTN: SOPHIA RENALDS 2545 HORSE PEN ROAD C-1483 1ST FLOOR HERNDON VA 20171	
Account Number: 100109636	Invoice Number: ER102442	Current Balance: N/A	Total Due This Bill: \$ 302,060.00
Amount Paid Due: N/A	Amount This Bill: \$ 302,060.00	Discount Amount: N/A	Amount Enclosed: N/A

Sub Total	\$ 302,060.00
Less Advance Payment	
Transportation	\$.00
Tax	\$.00
Total Due	\$ 302,060.00

Questions About
Your Account?
Call

DIANE SHULTZ
(404) 573-5273

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS

PAYMENTS SHOULD BE MAILED
TO ARRIVE BY THE DUE DATE.

ORIGINAL

CONFIDENTIAL

LW 00300303

B1965



LUCIENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

Ship To: WINSTAR
PROJECT M8273NT
60 HUDSON STREET
NEW YORK NY 10013

Bill To: WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number: NR101492
Invoice Date: 02/20/01
Account Number: 100109636
Page Number: 1

Customer P.O. #		LUC Reference #		Customer Code		Terms		Contract #		FOB	
WVF1-000005143				NH702 (V7)		NET 30 DAYS				AUDIT # AVJH	
Item No.	Lucient Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price	
00001	M8273NT	01/15/01			4-1 WAVESTAR MATERIAL 60 HUDSON		1	\$238,363.00	E	\$238,363.00	
00002	M8273NT	01/15/01			5-1 ENGINEERING					\$4,684.00	
00003	M8273NT	01/15/01			INSTALLATION					\$48,405.00	
00004	M8273NT	01/15/01			TRANSPORTATION					\$875.52	
					DIANE SHULTZ BILLED PER PURCHASE ORDER	4045733273					
					***** LAST PAGE *****						

AUDIT #
AVJH

RETURN THIS PORTION WITH PAYMENT

Remit To: LUCIENT TECHNOLOGIES, INC. P.O. BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE		WINSTAR WIRELESS ATTN: SOPHIA RENALDS 2545 HORSE PEN ROAD C-1483 1ST FLOOR HERNDON VA 20171	
Account Number	100109636	Invoice Number	NR101492
Amount Due	\$ 292,327.52	Current Balance	N/A
Amount Paid	N/A	Discount Amount	N/A
Amount Due	\$ 292,327.52	Amount Due	\$ 292,327.52

Sub Total	\$ 291,452.00
Less Advance Payment	
Transportation	\$ 875.52
Tax	\$.00
Total Due	\$ 292,327.52

Questions About
Your Account?
Call

DIANE SHULTZ
(404) 573-5273

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS:

THANK YOU FOR LETTING US SERVE YOU
AS WE STRIVE FOR BILLING ACCURACY!
YOUR TIMELY PAYMENT IS APPRECIATED

ORIGINAL

CONFIDENTIAL

LW 00300304

B1966



LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

Ship To:
WINSTAR TELECOMMUNICATIONS
401 PENCADER DR.
SUITE P
NEWARK DE 19702

Bill To:

WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number ER102907
Invoice Date 03/20/01
Account Number 100109636
Page Number 1

Customer P.O. #		LUC Reference #		Customer Code		Terms		Contract #		04/19/01		FOB	
WVF1-000000017				NHV702 (V7)		NET 30 DAYS				AUDIT # AVJH			
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price			
00001	E30888TE	03/05/01			2-1 SECTOR ANTENNA 22.5 DEG 36GHZ		94	\$1,580.25	E	\$148,543.50			
00002	E30888TE	03/05/01			3-1 TR 2FT ANTENNA		150	\$650.38	E	\$97,557.00			
					DIANE SHULTZ 4045739273 INVOICE TO COVER ITEMS SHIPPED SINCE 9-28-00								
					***** LAST PAGE *****								



LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

Ship To:
WINSTAR TELECOMMUNICATIONS
PROJECT M8167TT
165 HALSEY STREET
NEWARK NJ 07102

Bill To:
WINSTAR WIRELESS
ATTN: SOPHIA REMALOS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number ER101863
Invoice Date 02/20/01
Account Number 100109636
Page Number 1

Customer P.O. #		LUC Reference #		Customer Code		Terms		Contract #		FOB	
WVF1-0000005143				NMV702 (V7)		NET 30 DAYS				AUDIT # AVJH	
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price	
00001	M8167TT	01/15/01			1-1 WAVESTAR MATERIAL 165 HALSEY		1	\$220,608.00	E	\$220,608.00	
00002	M8167TT	01/15/01			2-1 ENGINEERING 165 HALSEY					\$3,356.00	
00003	M8167TT	01/15/01			TRANSPORTATION					\$828.49	
					DIANE SHULTZ 4045735273 INSTALLATION WILL BE BILLED WHEN COMPLETED.						
					***** LAST PAGE *****						

AUDIT #
AVQH

RETURN THIS PORTION WITH PAYMENT

Remit To: LUCENT TECHNOLOGIES, INC. P.O. BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE		WINSTAR WIRELESS ATTN: SOPHIA REMALOS 2545 HORSE PEN ROAD C-1483 1ST FLOOR HERNDON VA 20171	
Account Number 100109636	Invoice Number ER101863	Current Balance N/A	Total Due This Bill \$ 224,792.49
Amount Past Due N/A	Amount this Bill \$ 224,792.49	Discount Amount N/A	Amount Enclosed N/A

Questions About
Your Account?
Call

DIANE SHULTZ
(404) 573-5273

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS:

PAYMENTS SHOULD BE MAILED
TO ARRIVE BY THE DUE DATE.

ORIGINAL

CONFIDENTIAL

LW 00300307

B1968



LUCIENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

Ship To: WINSTAR 7500 FLYING CLOUD DR
EDEN PRAIRIE MN 55344

Bill To: WINSTAR WIRELESS
ATTN: JULIAN HADDAD
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number: WR100610
Invoice Date: 01/29/01
Account Number: 100109636
Page Number: 1

Customer P.O. #	LUC Reference #	Customer Code	Terms	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price
WV1-0000001225			NET 30 DAYS	1-1 HUB SITE CONSTRUCTION SERVICE					
00001	062363MA	01/25/01		DIANE SCHULTZ HUB SITE CONSTRUCTION SERVICES FOR 7500 FLYING CLOUD, MINNEAPOLIS MS.					\$223,132.00
				***** LAST PAGE *****					

Sub Total	\$ 223,132.00
Less Advance Payment	
Transportation	\$.00
Tax	\$.00
Total Due	\$ 223,132.00

RETURN THIS PORTION WITH PAYMENT

Remit To:	LUCIENT TECHNOLOGIES, INC. P.O. BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE	WINSTAR WIRELESS ATTN: JULIAN HADDAD 2545 HORSE PEN ROAD C-1483 1ST FLOOR HERNDON VA 20171
Account Number:	100109636	Invoice Number: WR100610
Amount Due:	N/A	Amount Due: \$ 223,132.00
Amount Paid:	N/A	Amount Paid: \$ 223,132.00

Questions About
Your Account?
Call

DIANE SCHULTZ
(404) 573-5273

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS:

ORIGINAL

CONFIDENTIAL

LW 00300308

B1969

INVOICE

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE



WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number WR103593
Invoice Date 04/02/01
Account Number 100109636
Page Number 1

PAYMENT DUE
Contract # 05/02/01

FOB

Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price
00001	H6678VT	03/26/01			15-1 EQUIPMENT ENG AND RECORDS					\$2,286.00
00002	H6764JT	03/26/01			15-1 EQUIPMENT ENG AND RECORDS					\$3,048.00
00003	D63788VA	03/26/01			14-1 MISC EQUIPMENT		1	\$31,021.00	E	\$31,021.00
00004	D63789VA	03/26/01			14-1 MISC EQUIPMENT		1	\$31,021.00	E	\$31,021.00
00005	D63790VA	03/26/01			14-1 MISC EQUIPMENT		1	\$31,021.00	E	\$31,021.00
00006	F21533JC	03/26/01			MISC EQUIPMENT		1	\$31,021.00	E	\$31,021.00
00007	F21535JC	03/26/01			MISC EQUIPMENT		1	\$31,021.00	E	\$31,021.00
CONTINUED ON NEXT PAGE										
Sub Total										\$ 160,439.00
Less Advance Payment										
Transportation										\$.00
Tax										\$.00
Total Due										\$ 222,481.00

RETURN THIS PORTION WITH PAYMENT

RETURN THIS FOR LON WITH PAYMENT					
Remit To:		WINSTAR WIRELESS ATTN: SOPHIA RENALDS 2545 HORSE PEN ROAD C-1483 1ST FLOOR HERNDON VA 20171			
LUCENT TECHNOLOGIES, INC. P.O. BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE		Account Number: 100109636		Invoice Number: WR103593	
Amount Paid: N/A		Amount Due: \$ 222,481.00		Current Balance: N/A	
Amount Due: N/A		Amount Due: \$ 222,481.00		Discount Amount: \$ 222,481.00	
Amount Due: N/A		Amount Due: \$ 222,481.00		Amount Due: N/A	

Questions About
Your Account?
Call

DIANE SHULTZ
(404) 573-5273

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS.

ORIGINAL

CONFIDENTIAL

LW 00300309

B1970

INVOICE

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE



Ship To:
WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171
HERNDON VA 20171

Bill To:
WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number WR103593
Invoice Date 04/02/01
Account Number 100109636
Page Number 2

PAYMENT DUE 05/02/01

Customer P.O. #	LUC Reference #	Customer Code	Terms	Contract #	FOB	AUDIT #				
WNE0000005825		NWY702 (Y7)	NET 30 DAYS			AVJH				
Item No.	Locust Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price
00008	F21536JC	03/26/01			14-1 MISC MATERIAL		1	\$31,021.00	E	\$31,021.00
00009	F21604JC	03/26/01			14-1 MISC MATERIAL DIANE SHULTZ 4045735273 BILLED TO MATCH FPDS MISC EQUIPMENT IS CABINETS AND DSLAH. ENG FOR ALL ORDERS ON THIS INVOICE ARE ON ORDERS M6764JT AND M6678VT. ***** LAST PAGE *****		1	\$31,021.00	E	\$31,021.00

Sub Total	\$ 222,481.00
Less Advance Payments	\$.00
Transportation	\$.00
Tax	\$.00
Total Due	\$ 222,481.00

INVOICES ARE PAYABLE
IN U.S. CURRENCY AND
OVERDUE AMOUNT
SHALL BEAR INTEREST AT
A REASONABLE RATE OR
IS SUBJECT TO LATE
PAYMENT CHARGES PER
AGREEMENT REMARKS:

MAKE CHECK PAYABLE TO:

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

Questions About Your
Account? Call

DIANE SHULTZ
(404) 573-5273

REMARKS:

ORIGINAL

CONFIDENTIAL

LW 00300310

B1971

INVOICE

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE



Ship To:
WINSTAR NETWORK EXPANSION
401 PENCADER DR.
SUITE P

Bill To:

WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR

Invoice Number ER103069

Invoice Date 03/23/01

Account Number 100109636

Page Number 1

HERNDON VA 20171

DE 19702

NEWARK

Payment Due 04/22/01
Contract # FOB

Customer P.O. #	LUC Reference #	Customer Code	Terms	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price
WNE-000005215		Y7	NET 30 DAYS					
00001	E27055TT	01/22/01			20	\$4,940.70	E	\$98,814.00
00002	E27055TT	01/22/01			20	\$4,940.70	E	\$98,814.00

3-1 18Ghz DS3 ODU NPHP LB
4-118GRX DS3 ODU HP NP LB
DIANE SHULTZ
NEW INVOICE WITH CORRECT PO.
PAYMENT IS DUE UPON RECEIPT OF INVOICE.

***** LAST PAGE *****

RETURN THIS PORTION WITH PAYMENT

Remit To: LUCENT TECHNOLOGIES, INC. P.O. BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE		WINSTAR WIRELESS ATTN: SOPHIA RENALDS 2545 HORSE PEN ROAD C-1483 1ST FLOOR HERNDON VA 20171	
Account Number:	100109636	Invoice Number:	ER103069
Amount Past Due:	N/A	Current Balance:	N/A
		Amount Due This Bill:	\$ 197,628.00
		Discount Amount:	N/A
		Amount Enclosed:	N/A

Sub Total	\$ 197,628.00
Less Advance Payment	
Transportation	\$.00
Tax	\$.00
Total Due	\$ 197,628.00

Questions About
Your Account?
Call

DIANE SHULTZ
(404) 573-5273

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS.

PAYMENTS SHOULD BE MAILED
TO ARRIVE BY THE DUE DATE.

ORIGINAL



LUCIENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

Ship To: WINSTAR
PROJECT H5996VT
2600 WEST OLIVE AVENUE
BURBANK CA 91505

Bill To: WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number: PR101850
Invoice Date: 03/29/01
Account Number: 100109636
Page Number: 1

Customer P.O. #		LUC Reference #	Customer Code	Terms	Contract #	FOB				
WHE0000005825			NNY702 (Y7)	NET 30 DAYS						
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price
00001	K5996VT	03/28/01			9-1 HUB MATERIAL		1	\$129,736.63	E	\$129,736.63
00002	K5996VT	03/28/01			9-1 HUB ENGINEERING					\$11,355.74
00003	K5996VT	03/28/01			10-1 HUB INSTALLATION					\$50,072.00
DIANE SHULTZ HUB COMPLETED GS-00-730006-A1						4045735273				
***** LAST PAGE *****										
AUDIT # AVJH										

RETURN THIS PORTION WITH PAYMENT

Remit To:		LUCIENT TECHNOLOGIES, INC. P.O. BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE		WINSTAR WIRELESS ATTN: SOPHIA RENALDS 2545 HORSE PEN ROAD C-1483 1ST FLOOR HERNDON VA 20171	
Account Number	100109636	Invoice Number	PR101850	Current Balance	N/A
Amount Due	N/A	Amount Due	\$ 191,164.37	Discount Amount	N/A
Amount Paid	N/A	Amount Paid	\$ 191,164.37	Amount Enclosed	N/A

Questions About
Your Account?
Call

DIANE SHULTZ
(404) 573-5273

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS:

HAVE A NICE DAY FROM THE
PACIFIC REGION CONTRACTS
& ACCOUNTS ORGANIZATION.

ORIGINAL



LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

Ship To:
WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Bill To:
WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number WR103590
Invoice Date 04/02/01
Account Number 100109636
Page Number 1

Customer P.O. #		LUC Reference #		Customer Code	Terms	PAYMENT DUE Contract #		05/03/01 FOB	
WNE0000005825								AUDIT # AVJH	
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM Total Price
00001	M5177VT	03/26/01			15-1 EQUIPMENT ENG AND RECORDS				\$762.00
00002	M5178VT	03/26/01			15-1 EQUIPMENT ENG AND RECORDS				\$3,810.00
00003	D63441VA	03/26/01			14-1 MISC MATERIAL		1	\$31,044.00	E \$31,044.00
00004	D63448VA	03/26/01			14-1 MISC MATERIAL		1	\$31,044.00	E \$31,044.00
00005	D63449VA	03/26/01			14-1 MISC MATERIAL		1	\$31,044.00	E \$31,044.00
00006	D63452VA	03/26/01			14-1 MISC MATERIAL		1	\$31,044.00	E \$31,044.00
00007	D63457VA	03/26/01			14-1 MISC MATERIAL		1	\$31,044.00	E \$31,044.00
CONTINUED ON NEXT PAGE									

RETURN THIS PORTION WITH PAYMENT

Remit To: LUCENT TECHNOLOGIES, INC. P.O. BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE		WINSTAR WIRELESS ATTN: SOPHIA RENALDS 2545 HORSE PEN ROAD C-1483 1ST FLOOR HERNDON VA 20171	
Account Number: 100109636	Invoice Number: WR103590	Current Balance: \$ 190,836.00	Total Due This Bill: \$ 190,836.00
Amount Past Due: N/A	Amount in Bill: \$ 190,836.00	Discount Amount: N/A	Amount Enclosed: N/A

Questions About
Your Account?
Call

DIANE SHULTZ
(404) 573-5273

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS.

ORIGINAL



LUCIENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

Ship To:

WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HUBS AND B'S WNE0000005825
HERNDON VA 20171

Bill To:

WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number WNR103590
Invoice Date 04/02/01
Account Number 100109636
Page Number 2
PAYMENT DUE 05/02/01

Item No.	Customer P.O. #	LUC Reference #	Customer Code	Terms	Contract #	FOB	AUDIT #
	WNE0000005825		WNY702 (Y7)	NET 30 DAYS			WJH
00008	D63468VA	03/26/01	14-1 MISC MATERIAL	Quantity Ordered	Quantity Shipped	Unit Price	Total Price
			DIANE SHULTZ BILLED TO MATCH FPDS CABINETS AND DSIAN INVOICED UDER MISC MATERIAL ENGINEERING FOR EACH ORDER BILLED ON TWO ENG ORDERS M5178VT AND M5177VT.	4045735273	1	\$31,044.00	\$31,044.00
			***** LAST PAGE *****				

Questions About Your
Account? Call

DIANE SHULTZ
(404) 573-5273

REMARKS:

MAKE CHECK PAYABLE TO:

LUCIENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICES ARE PAYABLE
IN U.S. CURRENCY AND
OVERDUE AMOUNT
SHALL BEAR INTEREST AT
A REASONABLE RATE OR
IS SUBJECT TO LATE
PAYMENT CHARGES PER
AGREEMENT REMARKS:

Sub Total
Less Advance
Payments
Transportation
Tax
Total Due

\$ 190,836.00
\$.00
\$.00
\$ 190,836.00

ORIGINAL

CONFIDENTIAL

LW 00300314

B1975



LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

Ship To: WINSTAR 8610 BROADWAY ST
SAN ANTONIO TX 78217

Bill To: WINSTAR WIRELESS
ATTN: JULIAN HADDAD
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number SR100994
Invoice Date 01/29/01
Account Number 100109636
Page Number 1

Customer P.O. #	LUC Reference #	Customer Code	Terms	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price
WVF1-0000000915			NET 30 DAYS	1-1 HUB SITE CONSTRUCTION SVC DIANE SHULTZ BILLED PER LUCENT ORDER ***** LAST PAGE *****	404573273				\$163,200.00
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading					
00001	F22716JC	01/25/01							

RETURN THIS PORTION WITH PAYMENT

Remit To:	LUCENT TECHNOLOGIES, INC. P.O. BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE	Invoice Number	SR100994	Current Balance	\$ 163,200.00
Account Number	100109636	Amount Due	\$ 163,200.00	Discount Amount	N/A
Amount Part Due	N/A	Amount Enclosed	\$ 163,200.00		

Sub Total	\$ 163,200.00
Less Advance Payment	
Transportation	\$.00
Tax	\$.00
Total Due	\$ 163,200.00

Questions About
Your Account?
Call

DIANE SHULTZ
(404) 573-8677

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS.

THANK YOU FOR USING
LUCENT TECHNOLOGIES

ORIGINAL

CONFIDENTIAL

LW 00300316

B1976



LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

Ship To:
WINSTAR
ATTN: BOB HANNAH
PROJECT E43350TE / WVF2-0000001362
2350 CORPORATE PARK DRIVE
HERNDON VA 20171

Bill To:
WINSTAR WIRELESS
ATTN: SOPHIA REINALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number ER103008
Invoice Date 03/22/01
Account Number 100109636
Page Number 1

Customer P.O. #		LUC Reference #		Customer Code		Terms		Contract #		FOB	
WVF2-0000001362				HHY702 (Y7)		NET 30 DAYS				AUDIT # AVJH	
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price	
00001	E43350TE	03/09/01			1-1 NFM LAB UPGRADE AND PROD. DEPLO DIANE SHULTZ INVOICED TO PO PER PATRICIA PERRY GS-01-VA1007-A1		1	\$125,000.00	E	\$125,000.00	
						***** LAST PAGE *****					

RETURN THIS PORTION WITH PAYMENT

Remit To: LUCENT TECHNOLOGIES, INC. P.O. BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE		Winstar Wireless ATTN: SOPHIA REINALDS 2545 HORSE PEN ROAD C-1483 1ST FLOOR HERNDON VA 20171	
Account Number 100109636	Invoice Number ER103008	Current Balance N/A	Total Due This Bill \$ 125,000.00
Amount Paid Due N/A	Amount this Bill \$ 125,000.00	Discount Amount N/A	Amount Enclosed N/A

Sub Total	\$ 125,000.00
Less Advance Payment	
Transportation	\$.00
Tax	\$.00
Total Due	\$ 125,000.00

Questions About
Your Account?
Call

DIANE SHULTZ
(404) 573-5273

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS:

PAYMENTS SHOULD BE MAILED
TO ARRIVE BY THE DUE DATE.

ORIGINAL

CONFIDENTIAL

LW 00300317

B1977

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE



INVOICE

Ship To: WINSTAR
2020 CAMINO DEL RIO N
SAN DIEGO CA 92108

Bill To:
WINSTAR WIRELESS
ATTN: JULIAN HADDAD
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number PR100510
Invoice Date 01/29/01
Account Number 100109636
Page Number 1

Customer P.O. #		LUC Reference #		Customer Code		Terms		Contract #		FOB	
WVF1-0000001340				NY702 (Y7)		NET 30 DAYS				AUDIT # AVJH	
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price	
00001	064586VA	01/25/01			1-1 HUB SITE CONSTRUCTION SVC DIANE SCHULTZ BILLED PER LUCENT ORDER ***** LAST PAGE *****	4045735273				\$51,481.00	

RETURN THIS PORTION WITH PAYMENT

Remit To: LUCENT TECHNOLOGIES, INC. P.O. BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE		WINSTAR WIRELESS ATTN: JULIAN HADDAD 2545 HORSE PEN ROAD C-1483 1ST FLOOR HERNDON VA 20171	
Account Number 100109636	Invoice Number PR100510	Current Balance N/A	Total Due This Bill \$ 51,481.00
Amount Past Due N/A	Amount Due This Bill \$ 51,481.00	Discount Amount N/A	Amount Enclosed N/A

Sub Total	\$ 51,481.00
Less Advance Payment	
Transportation	\$.00
Tax	\$.00
Total Due	\$ 51,481.00

Questions About
Your Account?
Call

DIANE SCHULTZ
(404) 573-5273

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS:

HAVE A NICE DAY FROM THE
PACIFIC REGION CONTRACTS
& ACCOUNTS ORGANIZATION.

ORIGINAL

INVOICE

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE



Ship To:
WINSTAR
PROJECT 9833VT
WOODLAND HILL CA HUB
21031 VENTURA BLVD
WOODLAND HILLS CA 91364

Bill To:
WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number PRI01843
Invoice Date 03/29/01
Account Number 100109636
Page Number 1

Customer P.O. #		LUC Reference #		Customer Code		Terms		Contract #		04/28/01		FOB	
WNE0000005825						NET 30 DAYS							
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	AUDIT #		Total Price	
00001	G9833VT	03/28/01			10-1 INSTALLATION SERVICES DIANE SHULTZ INSTALLATION COMPLETE ***** LAST PAGE *****	4045735273						\$50,072.00	

RETURN THIS PORTION WITH PAYMENT

Remit To:		LUCENT TECHNOLOGIES, INC. P.O. BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE		WINSTAR WIRELESS ATTN: SOPHIA RENALDS 2545 HORSE PEN ROAD C-1483 1ST FLOOR HERNDON VA 20171	
Account Number	100109636	Invoice Number	PRI01843	Current Balance	
Amount Past Due	N/A	Amount this Bill	\$ 50,072.00	Discount Amount	
				Amount Enclosed	\$ 50,072.00

Sub Total	\$ 50,072.00
Less Advance Payment	
Transportation	\$.00
Tax	\$.00
Total Due	\$ 50,072.00

Questions About
Your Account?
Call

DIANE SHULTZ
(404) 573-5273

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS.

HAVE A NICE DAY FROM THE
PACIFIC REGION CONTRACTS
& ACCOUNTS ORGANIZATION.

ORIGINAL



LUCENT TECHNOLOGIES, INC.
 P.O. BOX 100317
 ATLANTA, GA 30384-0317
 ATTN: ACCOUNTS RECEIVABLE

INVOICE

Ship To:
 WINSTAR NETWORK EXPANSION
 SUITE 300
 1850 M STREET
 WASHINGTON DC 20036

Bill To:

WINSTAR WIRELESS
 ATTN: SOPHIA RENALDS
 2545 HORSE PEN ROAD
 C-1483 1ST FLOOR
 HERNDON VA 20171

Invoice Number ER102478
Invoice Date 03/06/01
Account Number 100109636
Page Number 1

Customer P.O. #		LUC Reference #		Customer Code		Terms		Contract #		PAYMENT DUE		04/05/01		FOB	
NW1-0000002837				NH702 (Y7)		NET 30 DAYS								AUDIT #	
Lucent Order		Ship Date		Ship Method		Bill of Lading		Part Number Description		Quantity Ordered		Quantity Shipped		Unit Price	
PM		Total Price													
00001	M1624TT	01/06/01				7-1 MATERIAL 1850 M			1	\$2,316.00	E	\$2,316.00			
00002	M1624TT	01/06/01				TRANSPORTATION						\$38.58			
00003	M1625TT	01/06/01				7-1 MATERIAL 811 VERMONT			1	\$5,184.00	E	\$5,184.00			
00004	M1625TT	01/06/01				TRANSPORTATION						\$254.68			
00005	M1625TT	01/06/01				8-1 ENGINEERING						\$12,756.00			
00006	M1625TT	01/06/01				8-1 INSTALLATION						\$27,020.00			
						DIANE SHULTZ	4045735273								
CONTINUED ON NEXT PAGE															

RETURN THIS PORTION WITH PAYMENT

Remit To: LUCENT TECHNOLOGIES, INC. P.O. BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE		WINSTAR WIRELESS ATTN: SOPHIA RENALDS 2545 HORSE PEN ROAD C-1483 1ST FLOOR HERNDON VA 20171	
Account Number	100109636	Invoice Number	ER102478
Amount Paid Prior to this Bill	N/A	Current Balance	\$ 47,569.26
Amount Due this Bill	\$ 47,569.26	Discount Amount	N/A
Amount Enclosed	\$ 47,569.26	Amount Enclosed	N/A

Questions About
 Your Account?
 Call

DIANE SHULTZ
 (404) 573-5273

INVOICES ARE PAYABLE IN U.S. CURRENCY
 AND OVERDUE AMOUNT SHALL BEAR
 INTEREST AT A REASONABLE RATE OR IS
 SUBJECT TO LATE PAYMENT CHARGES PER
 AGREEMENT REMARKS:

PAYMENTS SHOULD BE MAILED
 TO ARRIVE BY THE DUE DATE.

ORIGINAL



LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

Ship To: WINSTAR NETWORK EXPANSION
SUITE 300
1850 N STREET
WASHINGTON DC 20036

Bill To: WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number ER102478
Invoice Date 03/06/01
Account Number 100109636
Page Number 2

PAYMENT DUE 04/05/01

Item No.	Customer P.O. #	LUC Reference #	Customer Code	Terms	Contract #	FOB	AUDIT #
	WVF1-0000002827		NHY702 (Y7)	NET 30 DAYS			AVJR
Ship Method	Ship Date	Ship of	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	Total Price
		Lading	INVOICED PER PO GS-00-740025-81 GS-00-740025-81 ***** LAST PAGE *****				

Questions About Your
Account? Call

DIANE SHULTZ
(404) 573-5273

REMARKS:

PAYMENTS SHOULD BE MAILED
TO ARRIVE BY THE DUE DATE.

MAKE CHECK PAYABLE TO:

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICES ARE PAYABLE
IN U.S. CURRENCY AND
OVERDUE AMOUNT
SHALL BEAR INTEREST AT
A REASONABLE RATE OR
IS SUBJECT TO LATE
PAYMENT CHARGES PER
AGREEMENT REMARKS:

Sub Total

Less Advance Payments	\$ 47,276.00
Transportation	\$ 293.26
Tax	\$.00
Total Due	\$ 47,569.26

ORIGINAL

CONFIDENTIAL

LW 00300329

B1981

INVOICE

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE



CUST SVC TEAM CODE: SE

Ship To:
WINSTAR NETWORK EXPANSTON LLC
PROJECT WNE000004692 / NG849RH
SPARES AND EXCHANGE
ATTN: TOM RAYESKI
21290 MELROSE AVE
SOUTHFIELD MI 48075-7901

WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number 41103996
Invoice Date 03/28/01
Account Number 100109636
Page Number 1

Customer P.O. #		LUC Reference #	Customer Code	Terms	PAYMENT DUE 04/27/01 Contract #		FOB			
WNE4692				NET 30 DAYS						
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price
1	NG849RH	01/17/01			104177704 CONNECTOR 982TH CDI=Y;SV=PN SHIP=010118;0JD=010123 AUTH=SES 8000004		1	\$206.25	I	\$206.25
2	NG849RH	01/17/01			108286717 PK CKT UN 588 CDI=Y;SV=PN SHIP=010118;0JD=010123 AUTH=SES 8000004		1	\$36,193.20	I	\$36,193.20
CONTINUED ON NEXT PAGE										

CONTINUED ON NEXT PAGE

RETURN THIS PORTION WITH PAYMENT

Remit To:
LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

Account Number	Invoice Number	Current Balance	Total Due This Bill
100109636	41103996	N/A	\$ 36,469.45
Amount Past Due	Amount Due This Bill	Discount Amount	Amount Enclosed
N/A	\$ 36,469.45	N/A	

Sub Total	\$ 36,399.45
Less Advance Payment	
Transportation	\$.00
Tax	\$.00
Total Due	\$ 36,469.45

Questions About
Your Account?
Call

DIANE SHULTZ
(404) 573-5273

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS:

PLEASE ALLOW FIVE DAYS WHEN PAYING
BY MAIL.

ORIGINAL



LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

CUST SVC TEAM CODE: SE

Ship To:
WINSTAR NETWORK EXPANSION LLC
PROJECT WNE000004692 / NG849RH
SPARES AND EXCHANGE
ATTN: TOM RAYESKI
21290 MELROSE AVE
SOUTHFIELD MI 48075-7901

WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number 41103996
Invoice Date 03/28/01
Account Number 100109636
Page Number 2

PAYMENT DUE 04/27/01

Customer P.O. #	LUC Reference #	Customer Code	Terms	Contract #	FOB					
WNE4692		WNY702 (Y7)	NET 30 DAYS							
Item No.	Lucant Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price
3	NG849RH	03/20/01			900799669 SESS NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 1 CONNECTOR 982IN SESS NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 2 PK CKT UN 588 CDI=Y;SV=NN SHIP=010321;QJD=010322 AUTH=SES B000004		2	\$35.00	1	\$70.00
						***** LAST PAGE *****				

***** LAST PAGE *****

Questions About Your Account? Call	DIANE SHULTZ (404) 573-5273	MAKE CHECK PAYABLE TO:	LUCENT TECHNOLOGIES, INC. P.O. BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE
REMARKS:	PLEASE ALLOW FIVE DAYS WHEN PAYING BY MAIL.	INVOICES ARE PAYABLE IN U.S. CURRENCY AND OVERDUE AMOUNT SHALL BEAR INTEREST AT A REASONABLE RATE OR IS SUBJECT TO LATE PAYMENT CHARGES PER AGREEMENT REMARKS:	
		Sub Total	\$ 36,469.45
		Less Advance Payments	\$.00
		Transportation	\$.00
		Tax	\$.00
		Total Due	\$ 36,469.45

ORIGINAL



LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

Ship To:
WINSTAR
ATTN: BOB HANNAH
PROJECT E43351TE / WVF2-0000001363
2350 CORPORATE PARK DRIVE
HERNDON VA 20171

Bill To:
WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number ER103010
Invoice Date 03/22/01
Account Number 100109636
Page Number 1

Customer P.O. #		LUC Reference #		Customer Code		Terms		Contract #		PAYMENT DUE		04/21/01		FOB	
WVF2-0000001363				RHY702 (V7)		NET 30 DAYS								AUDIT # ANJH	
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price					
00001	E43351TE	03/08/01			1-1 CONNECTVU LAB AND PROD. UPGRADE DIANE SHULTZ 4045734273 INVOICED TO MATCH PO PER PATRICIA PERRY GS-01-VA1001-A1		1	\$36,000.00	E	\$36,000.00					
***** LAST PAGE *****															

RETURN THIS PORTION WITH PAYMENT

Remit To: LUCENT TECHNOLOGIES, INC. P.O. BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE		WINSTAR WIRELESS ATTN: SOPHIA RENALDS 2545 HORSE PEN ROAD C-1483 1ST FLOOR HERNDON VA 20171	
Account Number	100109636	Invoice Number	ER103010
Amount Paid Due	N/A	Current Balance	N/A
Amount Paid Due	\$ 36,000.00	Discount Amount	\$ 36,000.00
Amount Enclosed	N/A	Amount Enclosed	N/A

Sub Total	\$ 36,000.00
Less Advance Payment	
Transportation	\$.00
Tax	\$.00
Total Due	\$ 36,000.00

Questions About
Your Account?
Call

DIANE SHULTZ
(404) 573-5273

ALL DEBIT CREDITS ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS.

PAYMENTS SHOULD BE MAILED
TO ARRIVE BY THE DUE DATE.

ORIGINAL



LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

Ship To:
WINSTAR WIRELESS
PROJECT E41968TE
2545 HORSE PEN ROAD
C-1463 1ST FLOOR
HERNDON VA 20171

Bill To:
WINSTAR WIRELESS
ATTN: JULIAN HADDAD
2545 HORSE PEN ROAD
C-1463 1ST FLOOR
HERNDON VA 20171

Invoice Number ER100996
Invoice Date 02/06/01
Account Number 100109636
Page Number 1

Customer P.O. #		LUC Reference #		Customer Code		Terms		Contract #		FOB	
WVF1-0000002968				NHY702 (Y7)		NET 30 DAYS				03/08/01	
Item No.	Lucient Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price	
00001	E41968TE	01/25/01			3-1 A8E SERVICES PHASE1 2SITES DIANE SHULTZ BILLED PER PO ***** LAST PAGE *****	4045734273				\$30,000.00	

AUDIT #
AV3H

RETURN THIS PORTION WITH PAYMENT

Remit To: LUCENT TECHNOLOGIES, INC. P.O. BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE		WINSTAR WIRELESS ATTN: JULIAN HADDAD 2545 HORSE PEN ROAD C-1463 1ST FLOOR HERNDON VA 20171	
Account Number	100109636	Invoice Number	ER100996
Amount Past Due	N/A	Amount this Bill	\$ 30,000.00
Amount Due	\$ 30,000.00	Discount Amount	N/A
Amount Enclosed		Amount Enclosed	

Sub Total	\$ 30,000.00
Less Advance Payment	
Transportation	\$.00
Tax	\$.00
Total Due	\$ 30,000.00

Questions About
Your Account?
Call

DIANE SHULTZ
(404) 573-5273

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS

PAYMENTS SHOULD BE MAILED
TO ARRIVE BY THE DUE DATE.

ORIGINAL

INVOICE

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE



Ship To:
WINSTAR
ATTN: BOB HAHNAN
PROJECT E43261TE / WVF2-0000001311
2350 CORPORATE PARK DRIVE
HERNDON VA 20171

WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number ERI03004
Invoice Date 03/22/01
Account Number 100109636
Page Number 1

Customer P.O. #		LUC Reference #		Customer Code		Terms		Contract #		FOB	
WVF2-0000001311				NHY702 (Y7)		NET 30 DAYS				AUDIT # AVJH	
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price	
00001	E43261TE	03/05/01			1-1 SNWS UPGRADE TO RELEASE 3.1 INS		1	\$5,000.00	E	\$5,000.00	
00002	E43261TE	03/05/01			2-1 SNWS UPGRADE TO RELEASE 4.0 INS		1	\$5,000.00	E	\$5,000.00	
00003	E43261TE	03/05/01			3-1 SNC UPGRADE TO RELEASE 10.0 INS		1	\$5,000.00	E	\$5,000.00	
DIANE SHULTZ 4045739273 INVOICED TO MATCH PO PER PATRICIA PERRY.											
***** LAST PAGE *****											

PAYMENT DUE 04/21/01

AUDIT #
AVJH

RETURN THIS PORTION WITH PAYMENT

Remit To: LUCENT TECHNOLOGIES, INC. P.O. BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE		WINSTAR WIRELESS ATTN: SOPHIA RENALDS 2545 HORSE PEN ROAD C-1483 1ST FLOOR HERNDON VA 20171	
Account Number	100109636	Invoice Number	ERI03004
Amount Part Due	N/A	Current Balance	N/A
		Amount Due This Bill	\$ 15,000.00
		Discount Amount	Amount Enclosed
		Amount Due	\$ 15,000.00
		Amount Due	N/A

Questions About
Your Account?
Call

DIANE SHULTZ
(404) 573-5273

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS.

PAYMENTS SHOULD BE MAILED
TO ARRIVE BY THE DUE DATE.

ORIGINAL



LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

CUST SVC TEAM CODE: SE

Ship To:
WINSTAR NETWORK EXPANSION LLC
PROJECT: WNE000004692 G9913LH
SPARES AND EXCHANGE
ATTN: AL BURLLEY
34 PEACHTREE ST NW SUITE 400
ATLANTA GA 30303-2334

WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number 31102301
Invoice Date 03/19/01
Account Number 100109636
Page Number 1

Customer P.O. #	LUC Reference #	Customer Code	Terms	Contract #	Payment Due	FOB				
WNE4692			NET 30 DAYS							
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	
5	G9913LH	03/06/01			900799669 SESS NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 1 PK CKT KTU 2 SESS NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 2 PK CKT T11670 SESS NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 3 PK CKT T112848 SESS NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 4 PK CKT T11846		4	\$35.00	1	\$140.00
CONTINUED ON NEXT PAGE										

RETURN THIS PORTION WITH PAYMENT

Remit To: LUCENT TECHNOLOGIES, INC. P.O. BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE		WINSTAR WIRELESS ATTN: SOPHIA RENALDS 2545 HORSE PEN ROAD C-1483 1ST FLOOR HERNDON VA 20171	
Account Number: 100109636	Invoice Number: 31102301	Current Balance: N/A	Total Due This Bill: \$ 13,091.75
Amount Past Due: N/A	Amount this Bill: \$ 13,091.75	Discount Amount: N/A	Amount Enclosed: \$

Sub Total	\$ 140.00
Less Advance Payment	
Transportation	\$.00
Tax	\$.00
Total Due	\$ 13,091.75

Questions About
Your Account?
Call

DIANE SHULTZ
(404) 573-5273

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS:

THANK YOU FOR USING
LUCENT TECHNOLOGIES

ORIGINAL



LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

CUST SVC TEAM CODE: SE

Ship To:

WINSTAR NETWORK EXPANSION LLC
PROJECT: WNE000004692 69913LH
SPARES AND EXCHANGE
ATTN: AL BURLLEY
34 PEACHTREE ST NW SUITE 400
ATLANTA GA 30303-2334

WINSTAR WIRELESS
ATTN: SOPHIA REMALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number 31102301
Invoice Date 03/19/01
Account Number 100109636
Page Number 2

PAYMENT DUE 04/18/01

Item No.	Customer P.O. #	LUC Reference #	Customer Code	Terms	Contract #	FOB
	WNE4692		WNY702 (Y7)	NET 30 DAYS		
	Lucient Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered
6	G9913LH	03/06/01			CDI=Y;SV=NN SHIP=010307;QJD=010308 AUTH=SES 8000004 106696446 PRODUCT EXCHANGE CHARGE FOR LINE ITEM NUMBER 4 PK CKT TN1846 CDI=Y;SV=NN SHIP=010307;QJD=010308 AUTH=SES 8000004 106696503 PRODUCT EXCHANGE CHARGE FOR LINE ITEM NUMBER 1 PK CKT KTU 2 PRODUCT EXCHANGE CHARGE FOR LINE ITEM NUMBER 2 PK CKT TN1670 PRODUCT EXCHANGE CHARGE FOR LINE ITEM NUMBER 3 PK CKT TN12848	1
7	G9913LH	03/06/01				3
					Unit Price	PM
					\$625.00	I
					\$300.00	I
					Total Price	
					\$625.00	
					\$900.00	

CONTINUED ON NEXT PAGE

Questions About Your Account? Call

DIANE SHULTZ
(404) 573-5273

REMARKS:

THANK YOU FOR USING
LUCENT TECHNOLOGIES

MAKE CHECK PAYABLE TO:

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICES ARE PAYABLE
IN U.S. CURRENCY AND
OVERDUE AMOUNT
SHALL BEAR INTEREST AT
A REASONABLE RATE OR
IS SUBJECT TO LATE
PAYMENT CHARGES PER
AGREEMENT REMARKS:

Sub Total \$ 1,665.00
Less Advance Payments \$.00
Transportation \$.00
Tax \$.00
Total Due \$ 13,091.75

ORIGINAL



LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

CUST SVC TEAM CODE: SE

Ship To: WINSTAR NETWORK EXPANSION LLC
PROJECT: WNE000004692 G9915LH
SPARES AND EXCHANGE
ATTN: MATTHEW WURFIN
MIAMI FL 33131

Invoice Number: 31102301
Invoice Date: 03/19/01
Account Number: 100109636
Page Number: 3

WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

PAYMENT DUE 04/18/01

Customer P.O. #	LUC Reference #	Customer Code	Terms	Contract #	FOB					
WNE4692		WNY702 (Y7)	NET 30 DAYS							
Item No.	Lucas Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price
1	G9915LH	12/08/00			CDI=Y;SV=HH SHIP=010307;OJD=010308 AUTH=SES 8000004 103882056 PK CKT MC3F003A1 CDI=Y;SV=PN SHIP=001210;OJD=001215 AUTH=SES 8000008		1	\$4,704.75	I	\$4,704.75
3	G9915LH	12/08/00			103811684 PK CKT TN1048 CDI=Y;SV=PN SHIP=001210;OJD=001215 AUTH=SES 8000008		1	\$5,852.00	I	\$5,852.00
4	G9915LH	03/13/01			900799669 SESS NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 1 PK CKT MC3F003A1 SESS NORM DELIVERY SVC CHG		3	\$35.00	I	\$105.00

CONTINUED ON NEXT PAGE

Questions About Your Account? Call	DIANE SHULTZ (404) 573-5273
REMARKS:	THANK YOU FOR USING LUCENT TECHNOLOGIES
MAKE CHECK PAYABLE TO:	LUCENT TECHNOLOGIES, INC. P.O. BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE
INVOICES ARE PAYABLE IN U.S. CURRENCY AND OVERDUE AMOUNT SHALL BEAR INTEREST AT A REASONABLE RATE OR IS SUBJECT TO LATE PAYMENT CHARGES PER AGREEMENT REMARKS:	
Sub Total	\$ 12,326.75
Less Advance Payments	\$.00
Transportation	\$.00
Tax	\$.00
Total Due	\$ 13,091.75

ORIGINAL

CONFIDENTIAL

LW 00300340

B1989



LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

CUST SVC TEAM CODE: SE

Ship To:

WINSTAR NETWORK EXPANSION LLC
PROJECT: WNE000004692 09915LH
SPARES AND EXCHANGE
ATTN: MATTHEW MURFIN
160 SOUTHEAST 2ND AVENUE
MIAMI FL 33131

Bill To:

WINSTAR WIRELESS
ATTN: SOPHIA REWALDS
2645 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number 31102301

Invoice Date 03/19/01

Account Number 100109636

Page Number 4

PAYMENT DUE 04/18/01

Customer P.O. #	LUC Reference #	Customer Code	Terms	Contract #	FOB					
WNE4692		WNE702 (V7)	NET 30 DAYS							
Item No.	Lucient Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price
2	G9915LH	03/06/01			FOR LINE ITEM NUMBER 2 PK CKT MC3F024A1C SESS NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 3 PK CKT TN1048 CDI=Y;SV=NN SHIP=010314;OJD=010315 AUTH=SES 8000008 900799651 SESS EMER DELIVERY SVC CHG FOR LINE ITEM NUMBER 1 PK CKT KTU 2 CDI=Y;SV=NN SHIP=010307;OJD=010308 AUTH=SES 8000010		1	\$70.00	I	\$70.00
3	G9915LH	03/06/01			900799669 SESS NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 1 PK CKT TN1684 SESS NORM DELIVERY SVC CHG		2	\$35.00	I	\$70.00

CONTINUED ON NEXT PAGE

Questions About Your Account? Call

DIANE SHULTZ
(404) 573-5273

REMARKS:

THANK YOU FOR USING
LUCENT TECHNOLOGIES

MAKE CHECK PAYABLE TO:

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICES ARE PAYABLE
IN U.S. CURRENCY AND
OVERDUE AMOUNT
SHALL BEAR INTEREST AT
A REASONABLE RATE OR
IS SUBJECT TO LATE
PAYMENT CHARGES PER
AGREEMENT REMARKS:

Sub Total
Less Advance
Payments
Transportation
Tax
Total Due

\$ 12,466.75
\$.00
\$.00
\$ 13,091.75

ORIGINAL



LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

CUST SVC TEAM CODE: SE

Ship To:

WINSTAR NETWORK EXPANSION LLC
PROJECT: WNE000004692 G9915LH
SPARES AND EXCHANGE
ATTN: MATTHEW MURFIN
150 SOUTHEAST 2ND AVENUE
MIAMI FL 33131

Bill To:

WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number 31102301

Invoice Date 03/19/01

Account Number 100109636

Page Number 5

PAYMENT DUE 04/18/01

Customer P.O. #	LUC Reference #	Customer Code	Terms	Contract #	FOB					
NNEA692		HHY702 (Y7)	NET 30 DAYS							
Item No.	Lucat Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price
					FOR LINE ITEM NUMBER 2 PK CKT MC3F003A1 CD1=Y;SV=NN SHIP=010307;QJD=010308 AUTH=SES B000011					
4	G9915LH	03/06/01			106696445 PRODUCT EXCHANGE CHARGE FOR LINE ITEM NUMBER 1 PK CKT TN1684 CD1=Y;SV=NN SHIP=010307;QJD=010308 AUTH=SES B000011		1	\$625.00	I	\$625.00
					***** LAST PAGE *****					

Questions About Your Account? Call

DIANE SHULTZ
(404) 573-5273

REMARKS.

THANK YOU FOR USING
LUCENT TECHNOLOGIES

MAKE CHECK PAYABLE TO:

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICES ARE PAYABLE
IN U.S. CURRENCY AND
OVERDUE AMOUNT
SHALL BEAR INTEREST AT
A REASONABLE RATE OR
IS SUBJECT TO LATE
PAYMENT CHARGES PER
AGREEMENT REMARKS:

Sub Total
Less Advance
Payments
Transportation
Tax
Total Due

\$ 13,091.75
\$.00
\$.00
\$ 13,091.75

ORIGINAL

CONFIDENTIAL

LW 00300342

B1991



LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

Ship To: WINSTAR
401 PENCADER DR SUITE P
NEWARK DE 19702

Bill To: WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number: NR102464
Invoice Date: 03/20/01
Account Number: 100109636
Page Number: 1

Customer P.O. #	LUC Reference #	Customer Code	Terms	Contract #	FOB					
WVF1-0000001945		NWY702 (V7)	NET 30 DAYS							
		AUDIT # AVJH								
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price
00001	E14498NE	03/05/01			16-1 RT 2FT ANTENNA COMCODE DIANE SHULTZ 4045734273 INVOICED ALL EQUIPMENT SHIPPED SINCE 3-2-01. ***** LAST PAGE *****		20	\$650.38	E	\$13,007.60

RETURN THIS PORTION WITH PAYMENT

Remit To: LUCENT TECHNOLOGIES, INC. P.O. BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE				WINSTAR WIRELESS ATTN: SOPHIA RENALDS 2545 HORSE PEN ROAD C-1483 1ST FLOOR HERNDON VA 20171			
Account Number	100109636	Invoice Number	NR102464	Current Balance		Total Due This Bill	
Amount Past Due	N/A	Amount this Bill	\$ 13,007.60	Discount Amount		Amount Enclosed	
			\$ 13,007.60				

Sub Total	\$ 13,007.60
Less Advance Payment	
Transportation	\$.00
Tax	\$.00
Total Due	\$ 13,007.60

Questions About
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DIANE SHULTZ
(404) 573-5273

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS:

THANK YOU FOR LETTING US SERVE YOU
AS WE STRIVE FOR BILLING ACCURACY!
YOUR TIMELY PAYMENT IS APPRECIATED.

ORIGINAL



LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

Ship To:
WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Bill To:
WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number ER103637
Invoice Date 04/02/01
Account Number 100109636
Page Number 1

Customer P.O. #		LUC Reference #		Customer Code		Terms		Contract #		PAYMENT DUE		FOB	
WNE000005825				NWY702 (Y7)		NET 30 DAYS				05/02/01			
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	AUDIT #		Total Price	
00001	J8053HT	03/26/01			TRANSPORTATION					AVJH		\$2,591.77	
00002	K7023HT	03/26/01			TRANSPORTATION							\$2,477.76	
00003	M5283JT	03/26/01			TRANSPORTATION							\$2,369.19	
00004	NK814RT	03/26/01			TRANSPORTATION							\$2,555.61	
DIANE SHULTZ 4045735171 THESE ARE TRANSPORTATION CHARGES FOR THE INDIVIDUAL HUB SITES REFERENCED BY THE LUCENT ORDER NUMBER													
***** LAST PAGE *****													

RETURN THIS PORTION WITH PAYMENT

Remit To: LUCENT TECHNOLOGIES, INC. P.O. BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE			
Account Number	100109636	Invoice Number	ER103637
Amount Past Due	N/A	Amount this Bill	\$ 9,994.33
		Discount Amount	N/A
		Amount Enclosed	\$ 9,994.33

Sub Total

\$.00

Less Advance Payment

Transportation

\$ 9,994.33

Tax

\$.00

Total Due

\$ 9,994.33

Questions About
Your Account?
Call

DIANE SHULTZ
(404) 573-8671

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS:

PAYMENTS SHOULD BE MAILED
TO ARRIVE BY THE DUE DATE.

ORIGINAL



LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

Ship To: WINSTAR PROJECT M6784TE
1101 MARKET STREET
6TH FLOOR
PHILADELPHIA PA 19107

Bill To: WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number: ER103146
Invoice Date: 03/26/01
Account Number: 100109636
Page Number: 1

Customer P.O. #		LUC Reference #		Customer Code		Terms		Contract #		04/25/01		FOB	
WVF2-0000001053				MHY702 (Y7)		NET 30 DAYS						AUDIT # AVJH	
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price			
00001	H6784TE	01/19/01			1-1 INSTALLATION SUPPORT OF SE15 DIANE SHULTZ INVOICED TO MATCH PO ***** LAST PAGE ***** 4045735273					\$7,111.00			

RETURN THIS PORTION WITH PAYMENT

Remit To: LUCENT TECHNOLOGIES, INC. P.O. BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE		WINSTAR WIRELESS ATTN: SOPHIA RENALDS 2545 HORSE PEN ROAD C-1483 1ST FLOOR HERNDON VA 20171	
Account Number	100109636	Invoice Number	ER103146
Amount Due	\$ 7,111.00	Current Balance	N/A
Amount Paid	N/A	Disclosed Amount	\$ 7,111.00
		Amount Enclosed	N/A

Sub Total	\$ 7,111.00
Less Advance Payment	
Transportation	\$.00
Tax	\$.00
Total Due	\$ 7,111.00

Questions About
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DIANE SHULTZ
(404) 573-5273

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS:

PAYMENTS SHOULD BE MAILED
TO ARRIVE BY THE DUE DATE.

ORIGINAL



LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

Ship To: WINSTAR TELECOMMUNICATIONS
PROJECT H7460VE / WF2-1049
600 WEST BROADWAY
3RD FLOOR
SAN DIEGO CA 92101

Bill To: WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number PR101291
Invoice Date 03/15/01
Account Number 100109636
Page Number 1

Customer P.O. #		LUC Reference #		Customer Code		Terms	Contract #		FOB	
WF2-0000001049				NH702 (Y7)		NET 30 DAYS				
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price
00001	H7460VE	02/02/01			1-1 INSTALLATION REPORT OF SE15 RET DIANE SHULTZ INVOICED TO MATCH PO ***** LAST PAGE *****					\$7,111.00
										AUDIT # AVJH

RETURN THIS PORTION WITH PAYMENT

Remit To: LUCENT TECHNOLOGIES, INC. P.O. BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE		WINSTAR WIRELESS ATTN: SOPHIA RENALDS 2545 HORSE PEN ROAD C-1483 1ST FLOOR HERNDON VA 20171	
Account Number: 100109636	Invoice Number: PR101291	Current Balance: N/A	Total Due This Bill: \$ 7,111.00
Amount Part Due: N/A	Amount this Bill: \$ 7,111.00	Discount Amount: N/A	Amount Enclosed: N/A

Sub Total	\$ 7,111.00
Less Advance Payment	
Transportation	\$.00
Tax	\$.00
Total Due	\$ 7,111.00

Questions About
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DIANE SHULTZ
(404) 573-5273

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
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SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMAINS

HAVE A NICE DAY FROM THE
PACIFIC REGION CONTRACTS
& ACCOUNTS ORGANIZATION.

ORIGINAL

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

Ship To:
WINSTAR
PROJECT M6622JE / WVF2-0000001084
11656 LILBURN PARK ROAD
1ST FLOOR
SAINT LOUIS MO 63146

WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PER ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number SR103349
Invoice Date 03/23/01
Account Number 100109636
Page Number 1

Customer P.O. #		LUC Reference #		Customer Code		Terms		Contract #		04/22/01		FOB	
WVF2-0000001084				NNY702 (Y7)		NET 30 DAYS						AUDIT # AVJH	
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price			
00001	M6622JE	01/05/01			4-1. INSTALLATION SUPPORT OF SE15 RE DIANE SHULTZ BILLED TO MATCH PO ***** LAST PAGE ***** 4045734273					\$7,111.00			

RETURN THIS PORTION WITH PAYMENT

Remit To:		WINSTAR WIRELESS		HERNDON VA 20171	
LUCENT TECHNOLOGIES, INC.		ATTN: SOPHIA RENALDS			
P.O. BOX 100317		2545 HORSE PER ROAD			
ATLANTA, GA 30384-0317		C-1483 1ST FLOOR			
ATTN: ACCOUNTS RECEIVABLE					
Account Number	100109636	Invoice Number	SR103349	Current Balance	\$ 7,111.00
Amount Past Due	N/A	Amount this Bill	\$ 7,111.00	Discount Amount	Amount Enclosed
			\$ 7,111.00		

Sub Total	\$ 7,111.00
Less Advance Payment	
Transportation	\$.00
Tax	\$.00
Total Due	\$ 7,111.00

Questions About
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(404) 573-5273

INVOICES ARE PAYABLE IN U.S. CURRENCY
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INVOICE

LUCENT TECHNOLOGIES, INC.
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ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE



WINSTAR
PROJECT H5604JE / WVF2-0000001098
324 EAST 11TH STREET
10TH FLOOR
KANSAS CITY MO 64106

WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number SR103350
Invoice Date 03/23/01
Account Number 100109636
Page Number 1

Customer P.O. #		LUC Reference #		Customer Code		Terms		Contract #		FOB	
WVF2-0000001098				NNY702 (V7)		NET 30 DAYS				AUDIT # AVJH	
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price	
00001	#5604JE	01/12/01			4-1 INSTALLATION SUPPORT OF SE15RE DIANE SHULTZ BILLED PER PO ***** LAST PAGE *****					\$7,111.00	

RETURN THIS PORTION WITH PAYMENT

Remit To:		LUCENT TECHNOLOGIES, INC. P.O. BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE	
Account Number	100109636	Invoice Number	SR103350
Amount Paid Due	N/A	Current Balance	N/A
Amount Paid Due	\$ 7,111.00	Discount Amount	\$ 7,111.00
		Amount Enclosed	

Sub Total	\$ 7,111.00
Less Advance Payment	
Transportation	\$.00
Tax	\$.00
Total Due	\$ 7,111.00

Questions About
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DIANE SHULTZ
(404) 573-5273

INVOICES ARE PAYABLE IN U.S. CURRENCY
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LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

WINSTAR TELECOMMUNICATIONS
PROJECT Q03961E / WF2-1055
34 PEACHTREE STREET
SUITE 300
ATLANTA GA 30303

Ship To:

WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number SU102814
Invoice Date 02/21/01
Account Number 100109636
Page Number 1

Customer P.O. #		LUC Reference #		Customer Code		Terms		Contract #		FOB		AUDIT #	
WF2-1055				MHY702 (Y7)		NET 30 DAYS						AVJH	
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price			
00001	Q03961E	01/12/01			1-1 LUCENT INSTALLATION 5E15 RETROF DIANE SHULTZ BILLED PER PO ***** LAST PAGE *****	4045735273				\$7,111.00			

RETURN THIS PORTION WITH PAYMENT

Remit To:		LUCENT TECHNOLOGIES, INC. P.O. BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE		WINSTAR WIRELESS ATTN: SOPHIA RENALDS 2545 HORSE PEN ROAD C-1483 1ST FLOOR HERNDON VA 20171	
Account Number	100109636	Invoice Number	SU102814	Current Balance	Total Due This Bill
Amount Past Due	N/A	Amount this Bill	\$ 7,111.00	Discount Amount	Amount Enclosed
			\$ 7,111.00		

Sub Total	\$ 7,111.00
Less Advance Payment	
Transportation	\$.00
Tax	\$.00
Total Due	\$ 7,111.00

Questions About
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(404) 573-5273

INVOICES ARE PAYABLE IN U.S. CURRENCY
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LUCENT TECHNOLOGIES, INC.
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ATLANTA, GA 30384-0317
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INVOICE

Ship To:
WINSTAR TELECOMMUNICATIONS
PROJECT 00282LE / WVF2-1050
4200 WEST CYPRESS STREET
SUITE 600
TAMPA FL 33607

BILL TO:

WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number SU105103
Invoice Date 03/15/01
Account Number 100109636
Page Number 1

Customer P.O. #		LUC Reference #		Customer Code		Terms		Contract #		PAYMENT DUE 04/14/01		FOB	
WVF2-0000001050				NHV702 (Y7)		NET 30 DAYS						AUDIT # AVJH	
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price			
00001	Q0282LE	02/02/01			1-1 INSTALLATION SUPPORT OF SE16 RE DIANE SHULTZ INVOICED TO MATCH PO ***** LAST PAGE ***** 4045734273					\$7,111.00			

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Remit To: LUCENT TECHNOLOGIES, INC. P.O. BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE		WINSTAR WIRELESS ATTN: SOPHIA RENALDS 2545 HORSE PEN ROAD C-1483 1ST FLOOR HERNDON VA 20171	
Account Number: 100109636	Invoice Number: SU105103	Current Balance: N/A	Total Due This Bill: \$ 7,111.00
Amount Past Due: N/A	Amount This Bill: \$ 7,111.00	Discount Amount: N/A	Amount Enclosed: N/A

Sub Total	\$ 7,111.00
Less Advance Payment	
Transportation	\$.00
Tax	\$.00
Total Due	\$ 7,111.00

Questions About
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(404) 573-5273

INVOICES ARE PAYABLE IN U.S. CURRENCY
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AGREEMENT REMARKS.

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ORIGINAL



LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

Ship To:
WINSTAR NETWORK EXPANSION LLC
PROJECT M5593HE
1002 NORTH 3RD STREET
1ST FLOOR
PHOENIX AZ 85003

Bill To:

WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number WR101537
Invoice Date 02/21/01
Account Number 100109636
Page Number 1

Customer P.O. #		LUC Reference #		Customer Code	Terms	Contract #		FOB		
WVF2-0000001057				NHY702 (Y7)	NET 30 DAYS			AUDIT # AVJH		
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price
00001	M5593HE	12/29/00			4-1 INSTALLATION SUPPORT OF 5E15 RE DIANE SHULTZ BILLED PER PO ***** LAST PAGE *****	4045735273				\$7,111.00

RETURN THIS PORTION WITH PAYMENT

Remit To: LUCENT TECHNOLOGIES, INC. P.O. BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE		WINSTAR WIRELESS ATTN: SOPHIA RENALDS 2545 HORSE PEN ROAD C-1483 1ST FLOOR HERNDON VA 20171	
Account Number: 100109636	Invoice Number: WR101537	Current Balance: N/A	Total Due This Bill: \$ 7,111.00
Amount Paid Due: N/A	Amount Paid: \$ 7,111.00	Discount Amount: N/A	Amount Enclosed: N/A

Sub Total	\$ 7,111.00
Less Advance Payment	
Transportation	\$.00
Tax	\$.00
Total Due	\$ 7,111.00

Questions About
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INVOICES ARE PAYABLE IN US CURRENCY
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INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS:

ORIGINAL



LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

Ship To:
WINSTAR
PROJECT H6597NE / HWF2-00000105
950 17TH STREET
COLORADO NAT'L BANK 7TH FLOOR
DENVER CO 80202

WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number WR102849
Invoice Date 03/23/01
Account Number 100109636
Page Number 1

Customer P.O. #		LUC Reference #		Customer Code		Terms		Contract #		PAYMENT DUE 04/22/01		FOB	
HWF2-000001056						NET 30 DAYS							
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	AUDIT # AVJH		Total Price	
00001	H6597NE	01/19/01			1-1 INSTALLATION SUPPORT OF SE15 DIANE SHULTZ BILLED TO PO ***** LAST PAGE *****	4045734273						\$7,111.00	

RETURN THIS PORTION WITH PAYMENT

Remit To: LUCENT TECHNOLOGIES, INC. P.O. BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE		WINSTAR WIRELESS ATTN: SOPHIA RENALDS 2545 HORSE PEN ROAD C-1483 1ST FLOOR HERNDON VA 20171	
Account Number: 100109636	Invoice Number: WR102849	Current Balance: N/A	Total Due This Bill: \$ 7,111.00
Amount Paid Due: N/A	Amount this Bill: \$ 7,111.00	Discount Amount: N/A	Amount Enclosed: N/A

Sub Total	\$ 7,111.00
Less Advance Payment	
Transportation	\$.00
Tax	\$.00
Total Due	\$ 7,111.00

Questions About
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INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS:

ORIGINAL



LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

Ship To:
WINSTAR
PROJECT M7796NE / WVF2-0000001048
1000 2ND AVENUE
1ST FLOOR
SEATTLE WA 98104

WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number WR102894
Invoice Date 03/26/01
Account Number 100109636
Page Number 1

Customer P.O. #		LUC Reference #		Customer Code		Terms		PAYMENT DUE Contract #		04/26/01 FOB	
WVF2-0000001048				NHV702 (Y7)		NET 30 DAYS				AUDIT # AVJH	
Item No.	Lucient Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price	
00001	M7796NE	01/26/01			1-1 INSTALLATION SUPPORT FOR SE15 R DIANE SHULTZ INVOICED TO PO ***** LAST PAGE *****					\$7,111.00	

RETURN THIS PORTION WITH PAYMENT

Remit To: LUCENT TECHNOLOGIES, INC. P.O. BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE		WINSTAR WIRELESS ATTN: SOPHIA RENALDS 2545 HORSE PEN ROAD C-1483 1ST FLOOR HERNDON VA 20171	
Account Number	100109636	Invoice Number	WR102894
Amount Due	N/A	Current Balance	N/A
Amount Due	\$ 7,111.00	Amount Due	\$ 7,111.00
Amount Due	N/A	Amount Due	N/A

Sub Total	\$ 7,111.00
Less Advance Payment	
Transportation	\$.00
Tax	\$.00
Total Due	\$ 7,111.00

Questions About
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DIANE SHULTZ
(404) 573-5273

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS:

ORIGINAL

INVOICE

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

Ship To:
WINSTAR TELECOMMUNICATIONS
PROJECT Q5822LE/ WNE000004725
34 PEACHTREE STREET
4TH FLOOR
ATLANTA GA 30303

WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PER ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number SU105111
Invoice Date 03/15/01
Account Number 100109636
Page Number 1

Customer P.O. #		LUC Reference #		Customer Code		Terms		PAYMENT DUE Contract #		04/14/01		FOB	
WNE0000004725				NHV702 (Y7)		NET 30 DAYS						AUDIT # AVJH	
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price			
00001	Q5822LE	02/09/01			ENGINEERING					\$1,569.00			
00002	Q5822LE	02/09/01			INSTALLATION					\$2,757.00			
					DIANE SHULTZ BILLED TO NEW ORLEANS BLANKET PO 4045735273								
					***** LAST PAGE *****								

RETURN THIS PORTION WITH PAYMENT

Remit To:	LUCENT TECHNOLOGIES, INC. P.O. BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE	WINSTAR WIRELESS ATTN: SOPHIA RENALDS 2545 HORSE PER ROAD C-1483 1ST FLOOR HERNDON VA 20171
Account Number:	100109636	SU105111
Amount Paid Due:	N/A	\$ 4,326.00
Current Balance:	N/A	\$ 4,326.00
Amount Paid This Bill:	N/A	\$ 4,326.00
Amount Due This Bill:	N/A	\$ 4,326.00

Sub Total	\$ 4,326.00
Less Advance Payment	
Transportation	\$.00
Tax	\$.00
Total Due	\$ 4,326.00

Questions About
Your Account?
Call

DIANE SHULTZ
(404) 573-5273

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS:

THANK YOU FOR USING
LUCENT TECHNOLOGIES

ORIGINAL



LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

CUST SVC TEAM CODE: SE

Ship To:
WINSTAR NETWORK EXPANSION LLC
PROJECT WNE000004692 / NG84SRH
SPARES AND EXCHANGE
ATTN: RUIZ EFFRAIN
101 NORTH WACKER DR SUITE 1175
CHICAGO IL 60606-7385

WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number 41104351
Invoice Date 04/04/01
Account Number 100109636
Page Number 1

Customer P.O. #	LUC References #	Customer Code	Terms	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price
WNE4692			NET 30 DAYS					
2	NG84SRH	01/19/01			1	\$3,643.80	I	\$3,643.80
3	NG84SRH	03/27/01			2	\$35.00	I	\$70.00
CONTINUED ON NEXT PAGE								

RETURN THIS PORTION WITH PAYMENT

Remit To:
LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Account Number	Invoice Number	Current Balance	Total Due This Bill
100109636	41104351	N/A	\$ 4,013.80
Amount Paid Due	Amount this Bill	Discount Amount	Amount Enclosed
N/A	\$ 4,013.80	N/A	

Sub Total	\$ 3,713.80
Less Advance Payment	
Transportation	\$.00
Tax	\$.00
Total Due	\$ 4,013.80

Questions About
Your Account?
Call

DIANE SHULTZ
(404) 573-8663

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS:

PLEASE ALLOW FIVE DAYS WHEN PAYING
BY MAIL.

ORIGINAL



LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

CUST SVC TEAM CODE: SE

Ship To:

WINSTAR NETWORK EXPANSION LLC
PROJECT WNE000004692 / NG845RH
SPARES AND EXCHANGE
ATTN: RUIZ EFFRAIN
101 NORTH WACKER DR SUITE 1175
CHICAGO IL 60606-7385

WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number 41104351

Invoice Date 04/04/01

Account Number 100109636

Page Number 2

PAYMENT DUE 05/04/01

Customer P.O. #	LUC Reference #	Customer Code	Terms	Contract #	FOB					
WNE4692		NHY702 (Y7)	NET 30 DAYS							
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price
4.	NG845RH	03/27/01			PK CKT TN1681 CDI=Y;SV=NN SHIP=010328;OJD=010329 AUTH=SES 8000015 106696503 PRODUCT EXCHANGE CHARGE FOR LINE ITEM NUMBER 1 PK CKT TN1681 CDI=Y;SV=NN SHIP=010328;OJD=010329 AUTH=SES 8000015 ***** LAST PAGE *****	1	1	\$300.00	I	\$300.00

Questions About Your Account? Call

DIANE SHULTZ
(404) 573-6273

REMARKS.

PLEASE ALLOW FIVE DAYS WHEN PAYING BY MAIL.

MAKE CHECK PAYABLE TO:

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICES ARE PAYABLE
IN U.S. CURRENCY AND
OVERDUE AMOUNT
SHALL BEAR INTEREST AT
A REASONABLE RATE OR
IS SUBJECT TO LATE
PAYMENT CHARGES PER
AGREEMENT REMARKS:

Sub Total

\$ 4,013.80

Less Advance

Payments

Transportation

Tax

Total Due

\$ 4,013.80

ORIGINAL

LUCENT TECHNOLOGIES, INC.
ATTN: ACCOUNT RECEIVABLE
P.O. BOX 100317
ATLANTA, GA. 30384-0317



INVOICE

Ship To: WINSTAR
1850 N. STREET N.W.
SUITE 300
WASHINGTON DC 20036

Bill To: WINSTAR
ATTN: ACCOUNTS PAYABLE
1850 N. STREET
SUITE 300
WASHINGTON DC 20036

Invoice Number: \$0116623
Invoice Date: 04-05-01
Account Number: 100419789
Page Number: 1

PAYMENT DUE DATE: 05/05/01

Customer P.O. #	LUC Reference #	Customer Code	Terms	Contract #	FOB					
84Q32047	Q30446	Y7-	NET 30 DAYS		ORIGIN					
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price
0001	84Q32047	03-19-01	NORMAL		REPAIR LABOR PK CKT TN1800 S6	0	0	\$2,360.00	I	\$2,360.00
0002	84Q32047	03-19-01	NORMAL		REPAIR MATERIAL PK CKT TN1800 S6	0	0	\$408.00	I	\$408.00
0003	84Q32047	03-19-01	NORMAL		HANDLING CHARGES PK CKT TN1800 S6	0	0	\$24.00	I	\$24.00
2 ITEM(S) RECEIVED FOR REPAIR 2 REPAIRED AND 0 JUNKED CONTINUED ON NEXT PAGE										

RETURN THIS PORTION WITH PAYMENT

Remit To: LUCENT TECHNOLOGIES, INC. ATTN: ACCOUNT RECEIVABLE P.O. BOX 100317 ATLANTA, GA. 30384-0317		WINSTAR ATTN: ACCOUNTS PAYABLE 1850 N. STREET SUITE 300 WASHINGTON DC 20036	
Account Number	100419789	Invoice Number	\$0116623
Amount Past Due	N/A	Current Balance	\$ 2,951.16
Amount Due	\$ 2,951.16	Discount Amount	N/A
Amount Enclosed		Amount Enclosed	

Questions About
Your Account?
Call

DIANE SHULTZ
(404) 573-5273

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS:

PAYMENTS SHOULD BE RECEIVED
BY DUE DATE. THANK YOU FOR
USING LUCENT TECHNOLOGIES

ORIGINAL



LUCENT TECHNOLOGIES, INC.
ATTN: ACCOUNT RECEIVABLE
P.O. BOX 100317
ATLANTA, GA. 30384-0317

INVOICE

Ship To:

WINSTAR
1850 M STREET N.W.
SUITE 300

WASHINGTON

DC 20036

Bill To:

WINSTAR
ATTN: ACCOUNTS PAYABLE
1850 M. STREET
SUITE 300

WASHINGTON

DC 20036

Invoice Number

S0116623

Invoice Date

04-05-01

Account Number

100419789

2

PAYMENT DUE DATE: 05/05/01

Customer P.O. #		LUC Reference #		Customer Code		Terms		Contract #		FOB	
84032047		Q80446		Y7-		NET 30 DAYS				ORIGIN	
Item No	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price	
					FINAL SHIPMENT ***** LAST PAGE *****						

Questions About Your Account? Call

DIANE SHULTZ
(404) 573-5273

REMARKS:

PAYMENTS SHOULD BE RECEIVED
BY DUE DATE. THANK YOU FOR
USING LUCENT TECHNOLOGIES

MAKE CHECK PAYABLE TO:

LUCENT TECHNOLOGIES, INC. A REASONABLE RATE OR
ATTN: ACCOUNT RECEIVABLE IS SUBJECT TO LATE
P.O. BOX 100317 PAYMENT CHARGES PER
ATLANTA, GA. 30384-0317 AGREEMENT REMARKS:

ORIGINAL

Sub Total	\$	2,792.00
Less Advance Payments	\$	.00
Transportation	\$	159.16
Tax	\$	2,951.16
Total Due	\$	2,951.16

CONFIDENTIAL

LW 00300358

B2007

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

CUST SVC TEAM CODE: SE

Ship To:
WINSTAR NETWORK EXPANSION LLC
PROJECT WNE000004692 / 03732VH
SPARES AND EXCHANGE
ATTN: PATRICK PHILBIN
525 MARKET STREET SUITE 270
SAN FRANCISCO CA 94105-2708

WINSTAR WIRELESS
ATTN: SOPHIA REINALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number 71101686
Invoice Date 03/28/01
Account Number 100109636
Page Number 1

Customer P.O. #		LUC Reference #	Customer Code	Terms	PAYMENT DUE		Contract #	FOB	
WNE4692					04/27/01				
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM
10	03732VH	01/16/01			900799669 SESS NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 1 PK CKT UN 363 S1-3 SESS NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 2 PK CKT UN 560 SESS NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 3 PK CKT KBN 68 SESS NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 4 PK CKT KLU 2		9	\$35.00	I
					CONTINUED ON NEXT PAGE				
					\$31				

RETURN THIS PORTION WITH PAYMENT

Remit To: LUCENT TECHNOLOGIES, INC. P.O. BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE		WINSTAR WIRELESS ATTN: SOPHIA REINALDS 2545 HORSE PEN ROAD C-1483 1ST FLOOR HERNDON VA 20171	
Account Number	100109636	Invoice Number	71101686
Amount Past Due	N/A	Current Balance	N/A
		Discount Amount	\$ 2,685.00
		Amount Enclosed	N/A

Sub Total	\$ 315.00
Less Advance Payment	
Transportation	\$.00
Tax	\$.00
Total Due	\$ 2,685.00

Questions About
Your Account?
Call

DIANE SHULTZ
(404) 573-5273

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS.

HAVE A NICE DAY FROM THE
PACIFIC REGION CONTRACTS
& ACCOUNTS ORGANIZATION.

ORIGINAL



LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

CUST SVC TEAM CODE: SE

Ship To:

WINSTAR NETWORK EXPANSION LLC
PROJECT WNE000004692 / D3732VH
SPARES AND EXCHANGE
ATTN: PATRICK PHILBIN
525 MARKET STREET SUITE 270
SAN FRANCISCO CA 94105-2708

WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number 71101686
Invoice Date 03/28/01
Account Number 100109636
Page Number 2

PAYMENT DUE 04/27/01

Customer P.O. #	LUC Reference #	Customer Code	Terms	Contract #	FOB					
WNE4692		WNY702 (Y7)	NET 30 DAYS							
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price
					SESS NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 5 PK CKT KTU 1B SESS NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 6 PK CKT KLU 1B SESS NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 7 PK CKT KTU 1 SESS NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 8 PK CKT TN12848 SESS NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 9 PK CKT TN1846 CDI=Y:SV=NN SHIP=010117:0JD=010118 AUTH=SES 8000001					
11	D3732VH	01/16/01			106696503 PRODUCT EXCHANGE CHARGE FOR LINE ITEM NUMBER 3 PK CKT KBN 68	1		\$300.00	1	\$300.00

CONTINUED ON NEXT PAGE

Questions About Your
Account? Call

DIANE SHULTZ
(404) 573-5273

REMARKS:

HAVE A NICE DAY FROM THE
PACIFIC REGION CONTRACTS
& ACCOUNTS ORGANIZATION.

MAKE CHECK PAYABLE TO:

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICES ARE PAYABLE
IN US CURRENCY AND
OVERDUE AMOUNT
SHALL BEAR INTEREST AT
A REASONABLE RATE OR
IS SUBJECT TO LATE
PAYMENT CHARGES PER
AGREEMENT REMARKS:

Sub Total	\$	615.00
Less Advance Payments	\$	.00
Transportation	\$	.00
Tax	\$	.00
Total Due	\$	2,685.00

ORIGINAL

CONFIDENTIAL

LW 00300360

B2009



LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

CUST SVC TEAM CODE: SE

Ship To:

WINSTAR NETWORK EXPANSION LLC
PROJECT WNE000004692 / D3732VH
SPARES AND EXCHANGE
ATTN: PATRICK PHILLIPS
525 MARKET STREET SUITE 270
SAN FRANCISCO CA 94105-2708

WINSTAR WIRELESS
ATTN: SOPHIA REWALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number 71101686

Invoice Date 03/28/01

Account Number 100109636

Page Number 3

PAYMENT DUE 04/27/01

Item No.	Lucient Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price
12	D3732VH	01/16/01			CD1-V;SV=NN SHIP=010117;OJD=010118 AUTH=SES SRV CHG SES-5 \$300.00 8000001 901083980 PRODUCT EXCHANGE CHARGE FOR LINE ITEM NUMBER 2 PK CKT UN 560 PRODUCT EXCHANGE CHARGE FOR LINE ITEM NUMBER 4 PK CKT KLU 2 CD1-V;SV=NN SHIP=010117;OJD=010118 AUTH=SES 8000001		2	\$1,000.00	1	\$2,000.00
3	D3732VH	01/16/01			900799669 SESS NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 1 PK CKT KTU 1 SESS NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 2		2	\$35.00	1	\$70.00

CONTINUED ON NEXT PAGE

Questions About Your
Account? Call

DIANE SHULTZ
(404) 573-5273

REMARKS:

HAVE A NICE DAY FROM THE
PACIFIC REGION CONTRACTS
& ACCOUNTS ORGANIZATION.

MAKE CHECK PAYABLE TO:

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICES ARE PAYABLE
IN U.S. CURRENCY AND
OVERDUE AMOUNT
SHALL BEAR INTEREST AT
A REASONABLE RATE OR
IS SUBJECT TO LATE
PAYMENT CHARGES PER
AGREEMENT REMARKS:

Sub Total	\$	2,685.00
Less Advance Payments		
Transportation	\$	.00
Tax	\$	.00
Total Due	\$	2,685.00

ORIGINAL

CONFIDENTIAL

LW 00300361

B2010



LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

CUST SVC TEAM CODE: SE

Ship To:

WINSTAR NETWORK EXPANSION LLC
PROJECT WNE000004692 / 03732WH
SPARES AND EXCHANGE
ATTN: PATRICK PHILBIN
525 MARKET STREET SUITE 270
SAN FRANCISCO CA 94105-2708

WINSTAR WIRELESS
ATTN: SOPHIA REHALDS
2545 HORSE PEN ROAD
C-1463 1ST FLOOR
HERNDON VA 20171

Invoice Number 71101686
Invoice Date 03/28/01
Account Number 100109636
Page Number 4

PAYMENT DUE 04/27/01

Customer P.O. #	LUC Reference #	Customer Code	Terms	Contract #	FOB					
WNE4692		HHY702 (Y7)	NET 30 DAYS							
Item No.	Lucast Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price
					PK CKT KTU 1 C01=Y;SV=NN SHIP=010117;0J0=010118 AUTH=SES B000003 ***** LAST PAGE *****					

Questions About Your Account? Call

DIANE SHULTZ
(404) 573-5273

REMARKS:

HAVE A NICE DAY FROM THE
PACIFIC REGION CONTRACTS
& ACCOUNTS ORGANIZATION.

MAKE CHECK PAYABLE TO:

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICES ARE PAYABLE
IN U.S. CURRENCY AND
OVERDUE AMOUNT
SHALL BEAR INTEREST AT
A REASONABLE RATE OR
IS SUBJECT TO LATE
PAYMENT CHARGES PER
AGREEMENT REMARKS:

Sub Total \$ 2,685.00
Less Advance Payments \$.00
Transportation \$.00
Tax \$.00
Total Due \$ 2,685.00

ORIGINAL

CONFIDENTIAL

LW 00300362

B2011

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

CUST SVC TEAM CODE: SE

Ship To:
WINSTAR TELECOMMUNICATIONS A4975NH
ATTN: BILL MC MAHON
7799 LEEBURG PIKE SUITE 401 SOUTH
TYSONS CORNER VA 22043

WINSTAR
ATTN: ACCOUNTS PAYABLE
SOPHIA RENALDS
1577 SPRINGFIELD ROAD
VIENNA VA 22182

Invoice Number 11101259
Invoice Date 03/13/01
Account Number 100109636
Page Number 1

Customer P.O. #		LUC Reference #		Customer Code		Terms		Contract #		PAYMENT DUE 04/12/01		FOB	
100270						NET 30 DAYS							
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description		Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price		
4	A4975NH	02/20/01			900799669 SES6 NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 1 PK CKT BKD 2 SES5 NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 2 PK CKT KTU 1B SES5 NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 3 PK CKT TH1681 CD17:SV=NN SHIP=010221;0JD=010222 AUTH=SES B000434 CONTINUED ON NEXT PAGE			3	\$35.00	1	\$105.00		

RETURN THIS PORTION WITH PAYMENT

Remit To: LUCENT TECHNOLOGIES, INC. P.O. BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE		WINSTAR ATTN: ACCOUNTS PAYABLE SOPHIA RENALDS 1577 SPRINGFIELD ROAD VIENNA VA 22182	
Account Number: 100109636	Invoice Number: 11101259	Current Balance: N/A	Total Due This Bill: \$ 1,750.00
Amount Past Due: N/A	Amount Due This Bill: \$ 1,750.00	Discount Amount: N/A	Amount Enclosed: N/A

Sub Total	\$ 105.00
Less Advance Payment	
Transportation	\$.00
Tax	\$.00
Total Due	\$ 1,750.00

Questions About
Your Account?
Call

DIANE SHULTZ
(404) 573-5673

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS.

THANK YOU FOR LETTING US SERVE YOU
AS WE STRIVE FOR BILLING ACCURACY!
YOUR TIMELY PAYMENT IS APPRECIATED.

ORIGINAL



LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

CUST SVC TEAM CODE: SE

Ship To:

WINSTAR TELECOMMUNICATIONS 4497
ATTN: BILL MC MAHON
7799 LEEBURG PIKE SUITE 401 SOUTH
TYSONS CORNER VA 22043

WINSTAR
ATTN: ACCOUNTS PAYABLE
SOPHIA REINALDS
1577 SPRINGFIELD ROAD
VIENNA VA 22182

Invoice Number 11101259
Invoice Date 03/13/01
Account Number 100109636
Page Number 2

PAYMENT DUE 04/12/01

Customer P.O. #	LUC Reference #	Customer Code	Terms	Contract #	FOB				
100270		HNH701 (Y7)	NET 30 DAYS						
Item No.	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price
5	A4975NH 02/20/01			901083980 PRODUCT EXCHANGE CHARGE FOR LINE ITEM NUMBER 1 PK CKT BKD 2 CD1=Y;SV=NN SHIP=010221;QJD=010222 AUTH=SES 8000434		1	\$1,000.00	1	\$1,000.00
3	A4975NH 02/20/01			900799669 SESS NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 1 PK CKT KTU 1 SESS NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 2 PK CKT KTU 1 CD1=Y;SV=NN SHIP=010221;QJD=010222 AUTH=SES 8000436		2	\$35.00	1	\$70.00
4	A4975NH 02/20/01			106696503 PRODUCT EXCHANGE CHARGE FOR LINE ITEM NUMBER 2		1	\$300.00	1	\$300.00

CONTINUED ON NEXT PAGE

Questions About Your
Account? Call

DIANE SHULTZ
(404) 573-5273

REMARKS:

THANK YOU FOR LETTING US SERVE YOU
AS WE STRIVE FOR BILLING ACCURACY!
YOUR TIMELY PAYMENT IS APPRECIATED.

MAKE CHECK PAYABLE TO:

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICES ARE PAYABLE
IN U.S. CURRENCY AND
OVERDUE AMOUNT
SHALL BEAR INTEREST AT
A REASONABLE RATE OR
IS SUBJECT TO LATE
PAYMENT CHARGES PER
AGREEMENT REMARKS:

Sub Total	\$	1,475.00
Less Advance Payments	\$	.00
Transportation	\$	.00
Tax	\$	.00
Total Due	\$	1,750.00

ORIGINAL

CONFIDENTIAL

LW 00300364

B2013



LUCIENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

CUST SVC TEAM CODE: SE

Ship To:

WINSTAR TELECOMMUNICATIONS A497BUI To:
ATTN: BILL MC MAHON
7799 LEEBURG PIKE SUITE 401 SOUTH
TYSONS CORNER VA 22043

WINSTAR
ATTN: ACCOUNTS PAYABLE
SOPHIA REMALOS
1577 SPRINGFIELD ROAD
VIENNA VA 22182

Invoice Number 11101259

Invoice Date 03/13/01

Account Number 100109636

Page Number 3

PAYMENT DUE 04/12/01

Item No.	Customer P.O. #	LUC Reference #	Customer Code	Terms	Contract #	FOB				
	100270		NHY701 (Y7)	NET 30 DAYS						
Item No.	Lucasat Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price
2	A4975NH	02/20/01			PK CKT KTU 1 CDI=Y:SV=NN SHIP=010221:QJD=010222 AUTH=SES B000436 900799669 SESS NORH DELIVERY SVC CHG FOR LINE ITEM NUMBER 1 PK CKT SN 5168 CDI=Y:SV=NN SHIP=010221:QJD=010222 AUTH=SES B000439		1	\$35.00	1	\$35.00
3	A4975NH	02/20/01			106696479 PRODUCT EXCHANGE CHARGE FOR LINE ITEM NUMBER 1 PK CKT SN 5168 CDI=Y:SV=NN SHIP=010221:QJD=010222 AUTH=SES B000439		1	\$240.00	1	\$240.00

Questions About Your Account? Call

DIANE SHULTZ
(404) 573-5273

REMARKS:

THANK YOU FOR LETTING US SERVE YOU
AS WE STRIVE FOR BILLING ACCURACY!
YOUR TIMELY PAYMENT IS APPRECIATED.

MAKE CHECK PAYABLE TO:

LUCIENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICES ARE PAYABLE
IN U.S. CURRENCY AND
OVERDUE AMOUNT
SHALL BEAR INTEREST AT
A REASONABLE RATE OR
IS SUBJECT TO LATE
PAYMENT CHARGES PER
AGREEMENT REMARKS:

Sub Total	\$	1,750.00
Less Advance Payments	\$	.00
Transportation	\$	.00
Tax	\$	.00
Total Due	\$	1,750.00

ORIGINAL



LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

CUST SVC TEAM CODE: SE

Ship To:
WINSTAR TELECOMMUNICATIONS A4975NH
ATTN: BILL MC MAHON
7799 LEEBURG PIKE SUITE 401 SOUTH
TYSONS CORNER VA 22043

Bill To:
WINSTAR
ATTN: ACCOUNTS PAYABLE
SOPHIA RENALDS
1577 SPRINGFIELD ROAD
VIENNA VA 22182

Invoice Number 11101399
Invoice Date 03/19/01
Account Number 100109636
Page Number 1

Customer P.O. # 100270 **LUC Reference #** **Customer Code** **Terms** **Part Number Description** **Quantity Ordered** **Quantity Shipped** **Unit Price** **PM** **Total Price**

Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price
2	A4975NH	03/13/01			901083980 PRODUCT EXCHANGE CHARGE FOR LINE ITEM NUMBER 1 PK CKT KLU 3 CD1=V;SV=NN SHIP=010314;QJD=010315 AUTH=SES 8000443		1	\$1,000.00	I	\$1,000.00
2	A4975NH	03/13/01			900799651 SESS ENER DELIVERY SVC CHG FOR LINE ITEM NUMBER 1 PK CKT UN 376C CONTINUED ON NEXT PAGE		1	\$70.00	I	\$70.00

Sub Total \$ 1,070.00
Less Advance Payment
Transportation \$.00
Tax \$.00
Total Due \$ 1,405.00

RETURN THIS PORTION WITH PAYMENT

RETURN THIS PORTION WITH PAYMENT				
Remit To:				
LUCENT TECHNOLOGIES, INC. P.O. BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE		WINSTAR ATTN: ACCOUNTS PAYABLE SOPHIA RENALDS 1577 SPRINGFIELD ROAD VIENNA VA 22182		
Account Number	Invoice Number	Current Balance	Total Due This Bill	
100109636	11101399	N/A	\$	1,405.00
Amount Paid Due	Amount This Bill	Discount Amount	Amount Enclosed	
N/A	\$ 1,405.00	N/A		

Questions About
Your Account?
Call

DIANE SHULTZ
(404) 573-5273

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS:

THANK YOU FOR LETTING US SERVE YOU
AS WE STRIVE FOR BILLING ACCURACY!
YOUR TIMELY PAYMENT IS APPRECIATED.

ORIGINAL



LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

CUST SVC TEAM CODE: SE

Ship To:

WINSTAR TELECOMMUNICATIONS A497BNH To:
ATTN: BILL MC MAHON
7799 LEEBURG PIKE SUITE 401 SOUTH
TYSONS CORNER VA 22043

WINSTAR
ATTN: ACCOUNTS PAYABLE
SOPRIA REINALDS
1577 SPRINGFIELD ROAD

Invoice Number 11101399
Invoice Date 03/19/01

Account Number 100109636

VIENNA VA 22182

Page Number 2

PAYMENT DUE 04/18/01

Customer P.O. #		LUC Reference #		Customer Code		Terms		Contract #		FOB	
100270				RMY701 (Y7)		NET 30 DAYS					
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PK	Total Price	
3	A4975NH	03/13/01			CDI=Y:SV=NH SHIP=010314;OJD=010315 AUTH=SES 8000444 106695503 PRODUCT EXCHANGE CHARGE FOR LINE ITEM NUMBER 1 PK CKT UN 376C CDI=Y:SV=NH SHIP=010314;OJD=010315 AUTH=SES 8000444	1	1	\$300.00	1	\$300.00	
2	A4975NH	03/06/01			900799669 SESS NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 1 PK CKT TN1681 CDI=Y:SV=NH SHIP=010307;OJD=010308 AUTH=SES 8000445	1	1	\$35.00	1	\$35.00	
					***** LAST PAGE *****						

Questions About Your Account? Call

DIANE SHULTZ
(404) 573-5273

REMARKS:

THANK YOU FOR LETTING US SERVE YOU
AS WE STRIVE FOR BILLING ACCURACY!
YOUR TIMELY PAYMENT IS APPRECIATED.

MAKE CHECK PAYABLE TO:

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICES ARE PAYABLE
IN U.S. CURRENCY AND
OVERDUE AMOUNT
SHALL BEAR INTEREST AT
A REASONABLE RATE OR
IS SUBJECT TO LATE
PAYMENT CHARGES PER
AGREEMENT REMARKS:

Sub Total	\$	1,405.00
Less Advance Payments		
Transportation	\$	.00
Tax	\$	.00
Total Due	\$	1,405.00

ORIGINAL

CONFIDENTIAL

LW 00300367

B2016



LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

CUST SVC TEAM CODE: SE

WINSTAR NETWORK EXPANSION LLC
PROJECT WNE000004692 / 68624HH
SPARES AND EXCHANGE
ATTN: PAT CHRASTEK
608 2ND AVENUE SOUTH
MINNEAPOLIS MN 55402-1916

Ship To:

WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number 61101127
Invoice Date 04/04/01
Account Number 100109636
Page Number 1

Customer P.O. #		LUC Reference #	Customer Code	Terms	Contract #	Payment Due	FOB			
WNE4692				NET 30 DAYS		06/04/01	FOB			
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price
3	68824HH	03/27/01			900799651 SESS EMER DELIVERY SVC CHG FOR LINE ITEM NUMBER 1 PK CKT TN1683 SESS EMER DELIVERY SVC CHG FOR LINE ITEM NUMBER 2 PK CKT TN1684 CDI=Y;SV=NN SHIP=010328;OJD=010329 AUTH=SES 8000002 CONTINUED ON NEXT PAGE		2	\$70.00	1	\$140.00

RETURN THIS PORTION WITH PAYMENT

Remit To:		LUCENT TECHNOLOGIES, INC. P.O. BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE		WINSTAR WIRELESS ATTN: SOPHIA RENALDS 2545 HORSE PEN ROAD C-1483 1ST FLOOR HERNDON VA 20171	
Account Number	100109636	Invoice Number	61101127	Current Balance	Total Due This Bill
Amount Past Due	N/A	Amount This Bill	\$ 1,390.00	Discount Amount	Amount Enclosed
			\$ 1,390.00	N/A	N/A

Sub Total	\$ 140.00
Less Advance Payment	
Transportation	\$.00
Tax	\$.00
Total Due	\$ 1,390.00

Questions About
Your Account?
Call

DIANE SHULTZ
(404) 573-5273

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS.

ORIGINAL



LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

CUST SVC TEAM CODE: SE

Ship To:

WINSTAR NETWORK EXPANSION LLC
PROJECT WNE000004692 / 68824HH
SPARES AND EXCHANGE
ATTN: PAT CHRASTEK
608 2ND AVENUE SOUTH
MINNEAPOLIS MN 55402-1916

WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number 61101127
Invoice Date 04/04/01
Account Number 100109636
Page Number 2

PAYMENT DUE 05/04/01

Customer P.O. #		LUC Reference #		Customer Code		Terms		Contract #		FOB	
WNE4692				WNY702 (Y7)		NET 30 DAYS					
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price	
4	G8824HH	03/27/01			106696446 PRODUCT EXCHANGE CHARGE FOR LINE ITEM NUMBER 1 PK CKT TN1683 PRODUCT EXCHANGE CHARGE FOR LINE ITEM NUMBER 2 PK CKT TN1684 CDI=Y;SV=NN SHIP=010328;QJD=010329 AUTH=SES 8000002 ***** LAST PAGE *****		2	\$625.00	I	\$1,250.00	

Questions About Your Account? Call

DIANE SHULTZ
(404) 573-5273

REMARKS:

MAKE CHECK PAYABLE TO:

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICES ARE PAYABLE
IN U.S. CURRENCY AND
OVERDUE AMOUNT
SHALL BEAR INTEREST AT
A REASONABLE RATE OR
IS SUBJECT TO LATE
PAYMENT CHARGES PER
AGREEMENT REMARKS:

Sub Total	\$	1,390.00
Less Advance Payments	\$	.00
Transportation	\$	.00
Tax	\$	.00
Total Due	\$	1,390.00

ORIGINAL

CONFIDENTIAL

LW 00300369

B2018



LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

CUST SVC TEAM CODE: SE

Ship To:
WINSTAR TELECOMMUNICATIONS A4975NH
ATTN: BILL MC MAHON
7799 LEEBURG PIKE SUITE 401 SOUTH
TYSONS CORNER VA 22043

Bill To:
WINSTAR
ATTN: ACCOUNTS PAYABLE
SOPHIA RENALDS
1577 SPRINGFIELD ROAD
VIENNA VA 22182

Invoice Number 11100961
Invoice Date 02/27/01
Account Number 100109636
Page Number 1

Customer P.O. #		LUC Reference #		Customer Code		Terms		PAYMENT DUE		Contract #		FOB	
100270						NET 30 DAYS							
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price			
2	A4975NH	02/13/01			900799669 SESS NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 1 PK CKT TN1684 CDI=Y;SV=NN SHIP=010214;QJD=010215 AUTH=SES B000433		1	\$35.00	I	\$35.00			
3	A4975NH	02/13/01			106696446 PRODUCT EXCHANGE CHARGE FOR LINE ITEM NUMBER 1 PK CKT TN1684		1	\$625.00	I	\$625.00			
													CONTINUED ON NEXT PAGE

RETURN THIS PORTION WITH PAYMENT

Remit To: LUCENT TECHNOLOGIES, INC. P.O. BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE		WINSTAR ATTN: ACCOUNTS PAYABLE SOPHIA RENALDS 1577 SPRINGFIELD ROAD VIENNA VA 22182	
Account Number	100109636	Invoice Number	11100961
Amount Past Due	N/A	Amount Due This Bill	\$ 1,355.00
Discount Amount	N/A	Amount Enclosed	\$ 1,355.00

Sub Total	\$ 660.00
Less Advance Payment	
Transportation	\$.00
Tax	\$.00
Total Due	\$ 1,355.00

Questions About
Your Account?
Call

DIANE SHULTZ
(404) 573-5673

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS:

THANK YOU FOR LETTING US SERVE YOU
AS WE STRIVE FOR BILLING ACCURACY!
YOUR TIMELY PAYMENT IS APPRECIATED.

ORIGINAL



LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

CUST SVC TEAM CODE: SE

Ship To:

WINSTAR TELECOMMUNICATIONS A497411 To:
ATTN: BILL MC MAHON
7799 LEEBURG PIKE SUITE 401 SOUTH
TYSONS CORNER VA 22043

WINSTAR
ATTN: ACCOUNTS PAYABLE
SOPHIA RENALDS
1577 SPRINGFIELD ROAD

Invoice Number	11100961
Invoice Date	02/27/01

Account Number 100109636

Page Number 2

PAYMENT DUE	03/29/01
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Item No.	Customer P.O. #		LUC Reference #		Ship Method	Bill of Lading	Part Number Description	Terms		Contract #		FOB	
	Lucasat Order	Ship Date	Ship					NET 30 DAYS		Quantity Ordered	Quantity Shipped		Unit Price
	100270												
2	A4975NH	02/13/01					CD1=Y;SV=NN SHIP=010214;QJD=010215 AUTH=SES B000435 90079669 SESS NORH DELIVERY SVC CHG FOR LINE ITEM NUMBER 1 PK CKT TN1684 CD1=Y;SV=NN SHIP=010214;QJD=010215 AUTH=SES B000435			1	\$35.00	I	\$35.00
3	A4975NH	02/13/01					106696446 PRODUCT EXCHANGE CHARGE FOR LINE ITEM NUMBER 1 PK CKT TN1684 CD1=Y;SV=NN SHIP=010214;QJD=010215 AUTH=SES B000435			1	\$625.00	I	\$625.00

CONTINUED ON NEXT PAGE

Questions About Your Account? Call

DIANE SHULTZ
(404) 573-5273

REMARKS:

THANK YOU FOR LETTING US SERVE YOU
AS WE STRIVE FOR BILLING ACCURACY!
YOUR TIMELY PAYMENT IS APPRECIATED.

MAKE CHECK PAYABLE TO:

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICES ARE PAYABLE
IN U.S. CURRENCY AND
OVERDUE AMOUNT
SHALL BEAR INTEREST AT
A REASONABLE RATE OR
IS SUBJECT TO LATE
PAYMENT CHARGES PER
AGREEMENT REMARKS:

Sub Total	\$	1,320.00
Less Advance Payments		
Transportation	\$	.00
Tax	\$	.00
Total Due	\$	1,355.00

ORIGINAL

CONFIDENTIAL

LW 00300371

B2020



LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

CUST SVC TEAM CODE: SE

Ship To:

WINSTAR TELECOMMUNICATIONS A497BH
ATTN: BILL MC MAHON SUITE 401 SOUTH
7799 LEEBURG PIKE VA 22043
TYSONS CORNER

WINSTAR
ATTN: ACCOUNTS PAYABLE
SOPHIA REHALOS
1577 SPRINGFIELD ROAD

VIENNA VA 22182

Invoice Number 11100961

Invoice Date 02/27/01

Account Number 100109636

Page Number 3

PAYMENT DUE 03/29/01

Customer P.O. #	LUC Reference #	Customer Code	Terms	Contract #	FOB					
100270		HHY701 (Y7)	NET 30 DAYS							
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price
2	A4975NH	02/13/01			900799669 SESS NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 1 PK CKT TN1681 CD1=Y;SV=NN SHIP=010214;QJD=010215 AUTH=SES B000437 ***** LAST PAGE *****		1	\$35.00	1	\$35.00

Questions About Your
Account? Call

DIANE SHULTZ
(404) 573-5273

REMARKS:

THANK YOU FOR LETTING US SERVE YOU
AS WE STRIVE FOR BILLING ACCURACY!
YOUR TIMELY PAYMENT IS APPRECIATED.

MAKE CHECK PAYABLE TO:

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICES ARE PAYABLE
IN U.S. CURRENCY AND
OVERDUE AMOUNT
SHALL BEAR INTEREST AT
A REASONABLE RATE OR
IS SUBJECT TO LATE
PAYMENT CHARGES PER
AGREEMENT REMARKS:

Sub Total

Less Advance Payments	\$ 1,355.00
Transportation	\$.00
Tax	\$.00
Total Due	\$ 1,355.00

ORIGINAL

CONFIDENTIAL

LW 00300372

B2021

INVOICE

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE



Ship To: WINSTAR
ATTN: BRAD SHELTON
1577 SPRING HILL ROAD
VIENNA VA 221822223

Bill To: WINSTAR
ATTN: BRAD SHELTON
1577 SPRING HILL ROAD
VIENNA VA 221822223

Invoice Number: SU105490
Invoice Date: 03/21/01
Account Number: 100793150
Page Number: 1

Customer P.O. #		LUC Reference #		Customer Code		Terms	Contract #		FOB	
PO#00000002628				Y7		NET 30 DAYS				
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price
00001	ERM4200	02/27/01			18 X 24C SIZE EXP OMS TAX AMOUNT ***** LAST PAGE *****		388	\$2.64	E	\$1,023.46 \$46.06

RETURN THIS PORTION WITH PAYMENT

Remit To:		LUCENT TECHNOLOGIES, INC. P.O. BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE		WINSTAR ATTN: BRAD SHELTON 1577 SPRING HILL ROAD VIENNA VA 221822223	
Account Number:	100793150	Invoice Number:	SU105490	Current Balance:	Total Due This Bill:
Amount Past Due:	N/A	Amount This Bill:	\$ 1,069.52	Discount Amount:	Amount Enclosed:
			\$ 1,069.52		

Sub Total	\$ 1,023.46
Less Advance Payment	
Transportation	\$.00
Tax	\$ 46.06
Total Due	\$ 1,069.52

Questions About
Your Account?
Call

DIANE SHULTZ
(404) 573-5273

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS.

THANK YOU FOR USING
LUCENT TECHNOLOGIES

ORIGINAL

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

CUST SVC TEAH CODE: SE

WINSTAR TELECOMMUNICATIONS A4975NH
ATTN: BILL MC MANON
7799 LEEBURG PIKE SUITE 401 SOUTH
TYSONS CORNER VA 22043

WINSTAR
ATTN: ACCOUNTS PAYABLE
SOPHIA RENALDS
1577 SPRINGFIELD ROAD
VIENNA VA 22182

Invoice Number 11101746
Invoice Date 04/04/01
Account Number 100109636
Page Number 1

Ship To:

Customer P.O. #		LUC Reference #	Customer Code	Terms	PAYMENT DUE		Contract #	FOB		
100270				NET 30 DAYS	06/04/01					
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price
3	A4975NH	03/27/01			900799669 SESS NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 1 PK CKT KTU 2 SESS NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 2 PK CKT UN 538 CD1=Y;SV=NN SHIP=010328;0JD-010329 AUTH=SES 8000448 CONTINUED ON NEXT PAGE		2	\$35.00	I	\$70.00

RETURN THIS PORTION WITH PAYMENT

REMITTANCE ADVISORY THIS PORTION WITH PAYMENT						
Remit To:		LUCENT TECHNOLOGIES, INC. P.O. BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE		WINSTAR ATTN: ACCOUNTS PAYABLE SOPHIA RENALDS 1577 SPRINGFIELD ROAD VIENNA VA 22182		
Account Number	100109636	Invoice Number	11101746	Current Balance	N/A	Total Due This Bill
Amount Past Due	N/A	Amount This Bill	\$ 1,030.00	Discount Amount	N/A	Amount Enclosed

Sub Total	\$ 70.00
Less Advance Payment	
Transportation	\$.00
Tax	\$.00
Total Due	\$ 1,030.00

Questions About
Your Account?
Call

DIANE SHULTZ
(404) 573-5273

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS.

THANK YOU FOR LETTING US SERVE YOU
AS WE STRIVE FOR BILLING ACCURACY!
YOUR TIMELY PAYMENT IS APPRECIATED.

ORIGINAL

CONFIDENTIAL

LW 00300374

B2023



LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

CUST SVC TEAM CODE: SE

Ship To:

WINSTAR TELECOMMUNICATIONS A497
ATTN: BILL MC MAHON
7799 LEEBURG PIKE SUITE 401 SOUTH
TYSONS CORNER VA 22043

WINSTAR
ATTN: ACCOUNTS PAYABLE
SOPHIA REINALDO
1577 SPRINGFIELD ROAD
VIENNA VA 22182

Invoice Number 11101746
Invoice Date 04/04/01
Account Number 100109636
Page Number 2

PAYMENT DUE 05/04/01

Customer P.O. #		LUC Reference #		Customer Code		Terms		Contract #		FOB	
100270				NH701 (Y7)		NET 30 DAYS					
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price	
4	A4975NH	03/27/01			106696446 PRODUCT EXCHANGE CHARGE FOR LINE ITEM NUMBER 2 PK CKT UN 538 CDI=Y;SV=NN SHIP=010328;QJD=010329 AUTH=SES 8000448		1	\$625.00	1	\$625.00	
5	A4975NH	03/27/01			106696503 PRODUCT EXCHANGE CHARGE FOR LINE ITEM NUMBER 1 PK CKT KTU 2 CDI=Y;SV=NN SHIP=010328;QJD=010329 AUTH=SES 8000448		1	\$300.00	1	\$300.00	
2	A4975NH	03/27/01			900799669 SESS NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 1 PK CKT TH1369 CDI=Y;SV=NN SHIP=010328;QJD=010329		1	\$35.00	1	\$35.00	

CONTINUED ON NEXT PAGE

Sub Total	\$ 1,030.00
Less Advance Payments	\$.00
Transportation	\$.00
Tax	\$.00
Total Due	\$ 1,030.00

INVOICES ARE PAYABLE
IN U.S. CURRENCY AND
OVERDUE AMOUNT
SHALL BEAR INTEREST AT
A REASONABLE RATE OR
IS SUBJECT TO LATE
PAYMENT CHARGES PER
AGREEMENT REMARKS:

MAKE CHECK PAYABLE TO:

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

Questions About Your
Account? Call

DIANE SHULTZ
(404) 573-5273

REMARKS:

THANK YOU FOR LETTING US SERVE YOU
AS WE STRIVE FOR BILLING ACCURACY!
YOUR TIMELY PAYMENT IS APPRECIATED.

ORIGINAL



LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

CUST SVC TEAM CODE: SE

Ship To:

WINSTAR TELECOMMUNICATIONS A497
ATTN: BILL MC MAHON
7799 LEEBURG PIKE SUITE 401 SOUTH
TYSONS CORNER VA 22043

WINSTAR
ATTN: ACCOUNTS PAYABLE
SOPHIA RENALDS
1577 SPRINGFIELD ROAD
VIENNA VA 22182

Invoice Number 11101746
Invoice Date 04/04/01
Account Number 100109636
Page Number 3

PAYMENT DUE 05/04/01

Customer P.O. #	LUC Reference #	Customer Code	Terms	Contract #	FOB					
100270		NMY701 (Y7)	NET 30 DAYS							
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price
					AUTH-SES 8000449 ***** LAST PAGE *****					

Questions About Your Account? Call

DIANE SHULTZ
(404) 573-5273

REMARKS:

THANK YOU FOR LETTING US SERVE YOU
AS WE STRIVE FOR BILLING ACCURACY!
YOUR TIMELY PAYMENT IS APPRECIATED.

MAKE CHECK PAYABLE TO:

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICES ARE PAYABLE
IN U.S. CURRENCY AND
OVERDUE AMOUNT
SHALL BEAR INTEREST AT
A REASONABLE RATE OR
IS SUBJECT TO LATE
PAYMENT CHARGES PER
AGREEMENT REMARKS:

Sub Total
Less Advance Payments
Transportation
Tax
Total Due

\$ 1,030.00
\$.00
\$.00
\$ 1,030.00

ORIGINAL

CONFIDENTIAL

LW 00300376

B2025



LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

CUST SVC TEAM CODE: SE

Ship To: WINSTAR NETWORK EXPANSION LLC
PROJECT: WNE000004692 G9913LH
ATTN: AL BURLLEY
34 PEACHTREE ST NW SUITE 400
ATLANTA GA 30303-2334

WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number 31102722
Invoice Date 03/26/01
Account Number 100109636
Page Number 1

PAYMENT DUE
Contract # 04/25/01

FOB

Customer F.O. #	LUC Reference #	Customer Code	Terms	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price
WNE4692		NNY702 (V7)	NET 30 DAYS		7	\$35.00	I	\$245.00
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description			
8	G9913LH	02/13/01			900799669 SESS NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 1 PK CKT BKF 1 SESS NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 2 PK CKT UN 560 SESS NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 3 PK CKT BKO 1 SESS NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 4 PK CKT KTU 18 CONTINUED ON NEXT PAGE			

RETURN THIS PORTION WITH PAYMENT

Remit To:				WINSTAR WIRELESS ATTN: SOPHIA RENALDS 2545 HORSE PEN ROAD C-1483 1ST FLOOR HERNDON VA 20171			
Account Number	100109636	Invoice Number	31102722	Current Balance	Total Due This Bill		
Amount Past Due	N/A	Amount This Bill	\$ 845.00	Discount Amount	Amount Enclosed		

Sub Total	\$ 245.00
Less Advance Payment	
Transportation	\$.00
Tax	\$.00
Total Due	\$ 845.00

Questions About
Your Account?
Call

DIANE SHULTZ
(404) 573-5273

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS.

THANK YOU FOR USING
LUCENT TECHNOLOGIES

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LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

CUST SVC TEAM CODE: SE

Ship To:

WINSTAR NETWORK EXPANSION LLC
PROJECT: WNE0000004692 69913LH
SPARES AND EXCHANGE
ATTN: AL BURLEY
34 PEACHTREE ST NW SUITE 400
ATLANTA GA 30303-2334

Bill To:

WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number 31102722
Invoice Date 03/26/01
Account Number 100109636
Page Number 2

PAYMENT DUE 04/25/01

Item No.	Customer P.O. #	LUC Reference #	Customer Code	Terms	Contract #	FOB				
	WNE4692		NNY702 (Y7)	NET 30 DAYS						
Item No.	Customer Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price
9	69913LH	02/13/01			SESS NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 5 PK CKT KLU 1B SESS NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 6 PK CKT KTU 1 SESS NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 7 CONNECTOR 9822DY CD1=Y;SV=NN SHIP=010214;QJD=010215 AUTH=SES B000003 106696503 PRODUCT EXCHANGE CHARGE FOR LINE ITEM NUMBER 6 PK CKT KTU 1 PRODUCT EXCHANGE CHARGE FOR LINE ITEM NUMBER 7 CONNECTOR 9822DY CD1=Y;SV=NN SHIP=010214;QJD=010215 AUTH=SES B000003		2	\$300.00	I	\$600.00

CONTINUED ON NEXT PAGE

Questions About Your
Account? Call

DIANE SHULTZ
(404) 573-5273

REMARKS:

THANK YOU FOR USING
LUCENT TECHNOLOGIES

MAKE CHECK PAYABLE TO:

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICES ARE PAYABLE
IN U.S. CURRENCY AND
OVERDUE AMOUNT
SHALL BEAR INTEREST AT
A REASONABLE RATE OR
IS SUBJECT TO LATE
PAYMENT CHARGES PER
AGREEMENT REMARKS:

Sub Total	\$	845.00
Less Advance Payments		
Transportation	\$	.00
Tax	\$	.00
Total Due	\$	845.00

ORIGINAL

CONFIDENTIAL

LW 00300378

B2027



LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

CUST SVC TEAM CODE: SE

Ship To:

WINSTAR NETWORK EXPANSION LLC
PROJECT: WNE000004692 69913LH
SPARES AND EXCHANGE
ATTN: AL BURLEY
34 PEACHTREE ST NW SUITE 400
ATLANTA GA 30303-2334

WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number 31102722
Invoice Date 03/26/01
Account Number 100109636
Page Number 3

PAYMENT DUE 04/25/01

Item No.	Customer P.O. #	LUC Reference #	Customer Code	Terms	Contract #	FOB
	WNE4692		WNY702 (Y7)	NET 30 DAYS		
	Lucient Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered
					***** LAST PAGE *****	Quantity Shipped
						Unit Price
						PM
						Total Price

Questions About Your Account? Call

DIANE SHULTZ
(404) 573-5273

REMARKS:

THANK YOU FOR USING
LUCENT TECHNOLOGIES

MAKE CHECK PAYABLE TO:

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICES ARE PAYABLE
IN U.S. CURRENCY AND
OVERDUE AMOUNT
SHALL BEAR INTEREST AT
A REASONABLE RATE OR
IS SUBJECT TO LATE
PAYMENT CHARGES PER
AGREEMENT REMARKS:

Sub Total	\$	845.00
Less Advance Payments	\$	.00
Transportation	\$	.00
Tax	\$	.00
Total Due	\$	845.00

ORIGINAL

CONFIDENTIAL

LW 00300379

B2028

LUCENT TECHNOLOGIES, INC.
ATTN: ACCOUNT RECEIVABLE
P.O. BOX 100317
ATLANTA, GA. 30384-0317



INVOICE

Ship To:
WINSTAR
700 SOUTH FLOWER
SUITE 650
ATTN: SAM YANG
LOS ANGELES CA 90017

Bill To:
WINSTAR
ACCOUNTING DEPT SUITE 650
700 SOUTH FLOWER
LOS ANGELES CA 90017

Invoice Number S0114674
Invoice Date 03-22-01
Account Number 944761985
Page Number 1

PAYMENT DUE DATE: 04/21/01

Customer P.O. #		LUC Reference #	Customer Code	Terms	Contract #	FOB				
84031993		Q306PK	Q3-	NET 30 DAYS		ORIGIN				
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price
0001	84031993	03-12-01	NORMAL		REPAIR LABOR PK CKT AKM 91 S2	0	0	\$753.00	I	\$753.00
0002	84031993	03-12-01	NORMAL		HANDLING CHARGES PK CKT AKM 91 S2	0	0	\$12.00	I	\$12.00
1 ITEM(S) RECEIVED FOR REPAIR 1 REPAIRED AND 0 JUNKED FINAL SHIPMENT ***** LAST PAGE *****										

RETURN THIS PORTION WITH PAYMENT

Remit To:		LUCENT TECHNOLOGIES, INC. ATTN: ACCOUNT RECEIVABLE P.O. BOX 100317 ATLANTA, GA. 30384-0317	
Account Number	944761985	Invoice Number	S0114674
Amount Past Due	N/A	Current Balance	\$ 825.24
		Discount Amount	\$ 0.00
		Amount Enclosed	\$ 825.24
		Total Due This Bill	\$ 825.24

LW 00300380

B2029

Questions About
Your Account?
Call

A/R REPRESENTATIVE
1-800-795-6850

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS.

PAYMENTS SHOULD BE RECEIVED
BY DUE DATE. THANK YOU FOR
USING LUCENT TECHNOLOGIES

ORIGINAL

LUCENT TECHNOLOGIES, INC.
ATTN: ACCOUNT RECEIVABLE
P.O. BOX 100317
ATLANTA, GA. 30384-0317

INVOICE

Ship To: WINSTAR
1850 H STREET N.W.
SUITE 300
WASHINGTON DC 20036

Bill To: WINSTAR
ATTN: ACCOUNTS PAYABLE
1850 H STREET
SUITE 300
WASHINGTON DC 20036

Invoice Number: S0114640
Invoice Date: 03-22-01
Account Number: 100419789
Page Number: 1

PAYMENT DUE DATE: 04/21/01

Customer P.O. #		LUC Reference #		Customer Code	Terms.	Contract #		FOB		
58Q32151		Q30446		Y7-	NET 30 DAYS			ORIGIN		
Item No.	Lucant Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price
0001	58Q32151	03-05-01	NORMAL		REPAIR LABOR PK CKT TN1846 S5	0	0	\$656.00	1	\$656.00
0002	58Q32151	03-05-01	NORMAL		REPAIR MATERIAL PK CKT TN1846 S5	0	0	\$13.00	1	\$13.00
0003	58Q32151	03-05-01	NORMAL		HANDLING CHARGES PK CKT TN1846 S5	0	0	\$12.00	1	\$12.00
1 ITEM(S) RECEIVED FOR REPAIR 1 REPAIRED AND 0 JUINED CONTINUED ON NEXT PAGE										

RETURN THIS PORTION WITH PAYMENT

Remit To: LUCENT TECHNOLOGIES, INC. ATTN: ACCOUNT RECEIVABLE P.O. BOX 100317 ATLANTA, GA. 30384-0317				WINSTAR ATTN: ACCOUNTS PAYABLE 1850 H STREET SUITE 300 WASHINGTON DC 20036			
Account Number	100419789	Invoice Number	S0114640	Current Balance		Total Due This Bill	
Amount Past Due	N/A	Amount This Bill	\$ 720.16	Discount Amount		Amount Enclosed	
			\$ 720.16				

LW 00300381

B2030

Questions About
Your Account?
Call

DIANE SHULTZ
(404) 573-5273

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS.

PAYMENTS SHOULD BE RECEIVED
BY DUE DATE. THANK YOU FOR
USING LUCENT TECHNOLOGIES

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INVOICE

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE



CUST SVC TEAM CODE: SE

Ship To:
WINSTAR NETWORK EXPANSION LLC
PROJECT: WNE000004692 69915LH
SPARES AND EXCHANGE
ATTN: MATTHEW MURFIN
150 SOUTHEAST 2ND AVENUE
MIAMI FL 33131

WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number 31102970
Invoice Date 03/29/01
Account Number 100109636
Page Number 1

Customer P.O. #		LUC Reference #	Customer Code	Terms	Contract #	FOB			
WNE4692				NET 30 DAYS					
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM
2	G9915LH	01/16/01			900799669 SESS NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 1 CONNECTOR 9822DY CDI=Y:SV=NN SHIP=010117:QJD=010118 AUTH=SES 8000007	1	1	\$35.00	I
3	G9915LH	01/16/01			106696503 PRODUCT EXCHANGE CHARGE FOR LINE ITEM NUMBER 1 CONNECTOR 9822DY	1	1	\$300.00	I

CONTINUED ON NEXT PAGE

RETURN THIS PORTION WITH PAYMENT

REMIT TO:				RETURN THIS PORTION WITH PAYMENT			
LUCENT TECHNOLOGIES, INC. P.O. BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE		WINSTAR WIRELESS ATTN: SOPHIA RENALDS 2545 HORSE PEN ROAD C-1483 1ST FLOOR HERNDON VA 20171					
Account Number	Invoice Number	Current Balance	Total Due This Bill				
100109636	31102970	N/A	\$ 705.00				
Amount Past Due	Amount This Bill	Discount Amount	Amount Enclosed				
N/A	\$ 705.00	N/A					

Sub Total	\$ 335.00
Less Advance Payment	
Transportation	\$.00
Tax	\$.00
Total Due	\$ 705.00

Questions About
Your Account?
Call

DIANE SHULTZ
(404) 573-5273

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS.

THANK YOU FOR USING
LUCENT TECHNOLOGIES

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LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

CUST SVC TEAM CODE: SE

Ship To:
WINSTAR NETWORK EXPANSION LLC
PROJECT WNE000004692 / G9169JH
SPARES AND EXCHANGE
ATTN: MATT PATTERSON
324 EAST 11TH ST SUITE 1000
KANSAS CITY MO 64106-2421

WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number 51102471
Invoice Date 03/19/01
Account Number 100109636
Page Number 1

Customer P.O. #		LUC Reference #	Customer Code	Terms	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price
WNE4692				NET 30 DAYS						
2	G9169JH	03/13/01			900799651 SESS EMER DELIVERY SVC CHG FOR LINE ITEM NUMBER 1 PK CKT TN1684 CDI=1;SV=NN SHIP=010314;QJD=010315 AUTH=SES 8000004		1	\$70.00	I	\$70.00
3	G9169JH	03/13/01			106696446 PRODUCT EXCHANGE CHARGE FOR LINE ITEM NUMBER 1 PK CKT TN1684 CONTINUED ON NEXT PAGE		1	\$625.00	I	\$625.00

PAYMENT DUE
Contract # 04/18/01

FOB

RETURN THIS PORTION WITH PAYMENT

Remit To:		WINSTAR WIRELESS		VA 20171	
LUCENT TECHNOLOGIES, INC.		ATTN: SOPHIA RENALDS			
P.O. BOX 100317		2545 HORSE PEN ROAD			
ATLANTA, GA 30384-0317		C-1483 1ST FLOOR			
ATTN: ACCOUNTS RECEIVABLE					
Account Number	100109636	Invoice Number	51102471	Current Balance	Total Due This Bill
Amount Part Due	N/A	Amount this Bill	\$ 695.00	Discount Amount	Amount Enclosed

Sub Total	\$ 695.00
Less Advance Payment	
Transportation	\$.00
Tax	\$.00
Total Due	\$ 695.00

Questions About
Your Account?
Call

DIANE SHULTZ
(404) 573-8273

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS

THANK YOU FOR USING
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ORIGINAL



LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

CUST SVC TEAM CODE: SE

Ship To:

WINSTAR NETWORK EXPANSION LLC
PROJECT WNE000004692 / G9169JH
SPARES AND EXCHANGE
ATTN: MATT PATTERSON
324 EAST 11TH ST SUITE 1000
KANSAS CITY MO 64106-2421

WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number 51102471
Invoice Date 03/19/01
Account Number 100109636
Page Number 2

PAYMENT DUE 04/18/01

Customer P.O. #	LUC Reference #	Customer Code	Terms	Contract #	FOB					
HNE4692		HHY702 (Y7)	NET 30 DAYS							
Item No	Lucient Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price
					CDI=Y;SV=NN SHIP=010314;QJD=010315 AUTH=SES 80000004 ***** LAST PAGE *****					

Questions About Your Account? Call

DIANE SHULTZ
(404) 573-5273

REMARKS:

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MAKE CHECK PAYABLE TO:

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICES ARE PAYABLE
IN U.S. CURRENCY AND
OVERDUE AMOUNT
SHALL BEAR INTEREST AT
A REASONABLE RATE OR
IS SUBJECT TO LATE
PAYMENT CHARGES PER
AGREEMENT REMARKS.

Sub Total
Less Advance Payments
Transportation
Tax
Total Due

\$ 695.00
\$.00
\$.00
\$ 695.00

ORIGINAL

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LW 00300384

B2033



LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

CUST SVC TEAM CODE: SE

Ship To:
WINSTAR NETWORK EXPANSION LLC
PROJECT: WNE000004692 69915LH
SPARES AND EXCHANGE
ATTN: MATTHEW MURFIN
150 SOUTHEAST 2ND AVENUE
MIAMI FL 33131

WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number 31102793
Invoice Date 03/27/01
Account Number 100109636
Page Number 1

Customer P.O. #		LUC Reference #		Customer Code		Terms		Contract #		PAYMENT DUE 04/26/01		FOB	
WNE4692				NNV702 (V7)		NET 30 DAYS							
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price			
3	G9915LH	03/20/01			900799669 SESS NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 1 PK CKT UN 186 SESS NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 2 PK CKT MC50215A2 CDI=Y;SV=NN SHIP=010321;OJD=010322 AUTH=SES B000012		2	\$35.00	I	\$70.00			
												CONTINUED ON NEXT PAGE	

PAYMENT DUE
Contract # 04/26/01
FOB

RETURN THIS PORTION WITH PAYMENT

Result To:		LUCENT TECHNOLOGIES, INC. P.O. BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE		WINSTAR WIRELESS ATTN: SOPHIA RENALDS 2545 HORSE PEN ROAD C-1483 1ST FLOOR HERNDON VA 20171	
Account Number	100109636	Invoice Number	31102793	Current Balance	N/A
Amount Past Due	N/A	Amount this Bill	\$ 670.00	Discount Amount	\$ 670.00
		Amount Enclosed	\$ 670.00		

Sub Total	\$ 70.00
Less Advance Payment	
Transportation	\$.00
Tax	\$.00
Total Due	\$ 670.00

Questions About
Your Account?
Call

DIANE SHULTZ
(404) 573-5623

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS

THANK YOU FOR USING
LUCENT TECHNOLOGIES

ORIGINAL

CUST SVC TEAM CODE: SE

INVOICE

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

Ship To:

WINSTAR NETWORK EXPANSION LLC
PROJECT: WNE000004692 G9915LH
SPARES AND EXCHANGE
ATTN: MATTHEW MURFIN
150 SOUTHEAST 2ND AVENUE
MIAMI FL 33131

WINSTAR WIRELESS
ATTN: SOPHIA REMALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number 31102793
Invoice Date 03/27/01
Account Number 100109636
Page Number 2

PAYMENT DUE 04/26/01

Customer P.O. #	LUC Reference #	Customer Code	Terms	Contract #	FOB					
WNE4692		NMY702 (Y7)	NET 30 DAYS							
Item No.	Lucnet Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price
4	G9915LH	03/20/01			106696503 PRODUCT EXCHANGE CHARGE FOR LINE ITEM NUMBER 1 PK CKT UN 186 PRODUCT EXCHANGE CHARGE FOR LINE ITEM NUMBER 2 PK CKT HC50215A2 CDI=Y;SV=NN SHIP=010321;OJD=010322 AUTH=SES 8000012 ***** LAST PAGE *****		2	\$300.00	1	\$600.00

Questions About Your Account? Call

DIANE SHULTZ
(404) 573-5273

REMARKS.

THANK YOU FOR USING
LUCENT TECHNOLOGIES

MAKE CHECK PAYABLE TO:

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICES ARE PAYABLE
IN U.S. CURRENCY AND
OVERDUE AMOUNT
SHALL BEAR INTEREST AT
A REASONABLE RATE OR
IS SUBJECT TO LATE
PAYMENT CHARGES PER
AGREEMENT REMARKS

Sub Total \$ 670.00
Less Advance Payments \$.00
Transportation \$.00
Tax \$.00
Total Due \$ 670.00

ORIGINAL

CONFIDENTIAL

LW 00300386

B2035

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE



INVOICE

CUST SVC TEAM CODE: SE

Ship To:
WINSTAR TELECOMMUNICATIONS A4975NH
ATTN: BILL MC MANON
7799 LEEBURG PIKE SUITE 401 SOUTH
TYSONS CORNER VA 22043

WINSTAR
ATTN: ACCOUNTS PAYABLE
SOPHIA RENALDS
1577 SPRINGFIELD ROAD
VIENNA VA 22182

Invoice Number 11101329
Invoice Date 03/15/01
Account Number 100109636
Page Number 1

Customer P.O. #		LUC Reference #	Customer Code	Terms	PAYMENT DUE 04/14/01 Contract #		FOB			
100270				NET 30 DAYS						
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price
2	A4975NH	02/27/01			900799669 SES5 NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 1 PK CKT TN1846 CDL=Y:SV=NN SHIP=010228:QJD=010301 AUTH=SES 8000429		1	\$35.00	I	\$35.00
3	A4975NH	02/27/01			106696446 PRODUCT EXCHANGE CHARGE FOR LINE ITEM NUMBER 1 PK CKT TN1846		1	\$625.00	I	\$625.00
CONTINUED ON NEXT PAGE										

RETURN THIS PORTION WITH PAYMENT

Remit To: LUCENT TECHNOLOGIES, INC. P.O. BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE		WINSTAR ATTN: ACCOUNTS PAYABLE SOPHIA RENALDS 1577 SPRINGFIELD ROAD VIENNA VA 22182	
Account Number	100109636	Invoice Number	11101329
Amount Past Due	N/A	Amount Due This Bill	\$ 660.00
		Current Balance	N/A
		Discount Amount	N/A
		Amount Enclosed	N/A
		Total Due This Bill	\$ 660.00

Sub Total	\$ 660.00
Less Advance Payment	
Transportation	\$.00
Tax	\$.00
Total Due	\$ 660.00

Questions About
Your Account?
Call

DIANE SHULTZ
(404) 573-5273

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS:

THANK YOU FOR LETTING US SERVE YOU
AS WE STRIVE FOR BILLING ACCURACY!
YOUR TIMELY PAYMENT IS APPRECIATED.

ORIGINAL

CUST SVC TEAM CODE: SE

INVOICE

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE



Ship To:
WINSTAR NETWORK EXPANSION LLC
PROJECT: WNE000004692 H0378LH
SPARES AND EXCHANGE
ATTN: TOM RIVERS
4200 WEST CYPRESS SUITE 630
TAMPA FL 33607

WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number 31101535
Invoice Date 02/27/01
Account Number 100109636
Page Number 1

Customer P.O. #		LUC Reference #		Customer Code		Terms		PAYMENT DUE Contract #		03/29/01 FOB	
WNE4692				NH702 (Y7)		NET 30 DAYS					
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price	
5	69914LH	02/13/01			900799669 SESS NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 1 PK CKT TN1800 SESS NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 2 PK CKT TN1800 SESS NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 3 PK CKT TN1369 SESS NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 4 PK CKT TN1369		4	\$35.00	1	\$140.00	
CONTINUED ON NEXT PAGE											

RETURN THIS PORTION WITH PAYMENT

Remit To:				WINSTAR WIRELESS ATTN: SOPHIA RENALDS 2545 HORSE PEN ROAD C-1483 1ST FLOOR HERNDON VA 20171					
LUCENT TECHNOLOGIES, INC. P.O. BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE		Account Number		Invoice Number		Current Balance		Total Due This Bill	
		100109636		31101535		N/A		\$ 625.00	
Amount Past Due		N/A		Amount this Bill		Discount Amount		Amount Enclosed	
				\$ 625.00		N/A			

Sub Total	\$ 140.00
Less Advance Payment	
Transportation	\$.00
Tax	\$.00
Total Due	\$ 625.00

Questions About
Your Account?
Call

DIANE SHULTZ
(404) 573-5673

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS

THANK YOU FOR USING
LUCENT TECHNOLOGIES

ORIGINAL



LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

Ship To:

WINSTAR NETWORK EXPANSION LLC
PROJECT: WNE000004692 H0378LH
SPARES AND EXCHANGE
ATTN: TOM RIVERS
4200 WEST CYPRESS SUITE 630
TAMPA FL 33607

Bill To:

WINSTAR WIRELESS
ATTN: SOPHIA REMALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

INVOICE

CUST SVC TEAM CODE: SE

Invoice Number - 31101535

Invoice Date 02/27/01

Account Number 100109636

Page Number 2

PAYMENT DUE 03/29/01

Customer P.O. #		LUC Reference #		Customer Code		Terms		Contract #		FOB	
WNE4692				WNY702 (V7)		NET 30 DAYS					
Item No	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PN	Total Price	
2	H0378LH	02/13/01			CD1=Y;SV=NN SHIP=010214;OJD=010215 AUTH=SES 8000007 108447921 SESTP NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 1 PK CKT ANR 10 CD1=Y;SV=NN SHIP=010214;OJD=010215 AUTH=SES 8000001		1	\$35.00	I	\$35.00	
3	H0378LH	02/13/01			108451220 PRODUCT EXCHANGE CHARGE FOR LINE ITEM NUMBER 1 PK CKT ANR 10 CD1=Y;SV=NN SHIP=010214;OJD=010215 AUTH=SES 8000001 ***** LAST PAGE *****		1	\$450.00	I	\$450.00	

Questions About Your
Account? Call

DIANE SHULTZ
(404) 573-5273

REMARKS:

THANK YOU FOR USING
LUCENT TECHNOLOGIES

MAKE CHECK PAYABLE TO:

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICES ARE PAYABLE
IN US CURRENCY AND
OVERDUE AMOUNT
SHALL BEAR INTEREST AT
A REASONABLE RATE OR
IS SUBJECT TO LATE
PAYMENT CHARGES PER
AGREEMENT REMARKS:

Sub Total \$ 625.00
Less Advance Payments \$
Transportation \$.00
Tax \$.00
Total Due \$ 625.00

ORIGINAL**CONFIDENTIAL****LW 00300389****B2038**



LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

Ship To:
WINSTAR
RICHARD WEAVER
22002084
7799 LEESBURG PIKE
FALLS CHURCH VA 22043 US

Bill To:
WINSTAR TELECOMMUNICATIONS INC
1577 SPRINGHILL ROAD
ACCOUNTS PAYABLE VA 22182
VIENNA

Invoice Number 41303216
Invoice Date 02/21/01
Account Number 100793150
Page Number 1

Customer P.O. #		LUC Reference #	Customer Code	Terms	Contract #	PAYMENT DUE	FOB			
WTI-0000001968			KE	NET 30 DAYS						
Item No	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price
0001	4G440752	02/14/01			SCANS-USE SCANS 01/01/01 TO 01/31/01		1	\$596.88	E	\$596.88
					ORDER NOTE CIC ORDER # 045162414 22002084 CreditCard welcome on next purchase call 1-800-225-8672; ask for SCANS.					
					***** LAST PAGE *****					

RETURN THIS PORTION WITH PAYMENT

Remit To: LUCENT TECHNOLOGIES, INC. P O BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE		WINSTAR TELECOMMUNICATIONS INC 1577 SPRINGHILL ROAD ACCOUNTS PAYABLE VIENNA VA 22182	
Account Number	100793150	Invoice Number	41303216
Amount Past Due	N/A	Current Balance	N/A
		Amount this Bill	\$ 596.88
		Discount Amount	Amount Enclosed
		Net Amount Due	\$ 596.88

Sub Total	\$ 596.88
Less Advance Payment	
Transportation	\$.00
Tax	\$.00
Total Due	\$ 596.88

Questions About
Your Account?
Call

ANDREW RYTLENSKI
(404) 573-7886
(404) 573-7886
ALL INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS.

PLEASE ALLOW FIVE DAYS WHEN PAYING
BY MAIL.

ORIGINAL

CONFIDENTIAL

LW 00300391

B2040



LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

CUST SVC TEAM CODE: SE

WINSTAR NETWORK EXPANSION LLC
PROJECT: WNE000004692 69916LH
SPARES AND EXCHANGE
ATTN: TOM RIVERS
4200 WEST CYPRESS SUITE 630
TAMPA FL 33607

WINSTAR WIRELESS
ATTN: SOPHIA REHALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number 31103212
Invoice Date 04/04/01
Account Number 100109636
Page Number 1

Customer P.O. #		LUC Reference #	Customer Code	Terms	Contract #		PAYMENT DUE 05/04/01		FOB	
WNE4692				NET 30 DAYS						
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price
2	G9916LH	03/27/01			900799669 SESS NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 1 PK CKT UN 583 CDL=Y;SV=NH SHIP=010328;OJD=010329 AUTH=SES B000007		1	\$35.00	I	\$35.00
3	G9916LH	03/27/01			106696453 PRODUCT EXCHANGE CHARGE FOR LINE ITEM NUMBER 1 PK CKT UN 583 CONTINUED ON NEXT PAGE		1	\$500.00	I	\$500.00

RETURN THIS PORTION WITH PAYMENT

Remit To:		LUCENT TECHNOLOGIES, INC. P.O. BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE		WINSTAR WIRELESS ATTN: SOPHIA REHALDS 2545 HORSE PEN ROAD C-1483 1ST FLOOR HERNDON VA 20171	
Account Number	100109636	Invoice Number	31103212	Current Balance	\$ 535.00
Amount Past Due	N/A	Amount this Bill	\$ 535.00	Discount Amount	N/A
				Amount Enclosed	\$ 535.00

Sub Total \$ 535.00
Less Advance Payment
Transportation \$.00
Tax \$.00
Total Due \$ 535.00

Questions About
Your Account?
Call

DIANE SHULTZ
(404) 573-5273
INVOICES ARE PAYABLE IN US CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMAINS.

THANK YOU FOR USING
LUCENT TECHNOLOGIES

ORIGINAL



LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

CUST SVC TEAM CODE: SE

Ship To:

WINSTAR NETWORK EXPANSION LLC
PROJECT: WNE000004692 G9916LH
SPARES AND EXCHANGE
ATTN: TOM RIVERS
4200 WEST CYPRESS SUITE 630
TAMPA FL 33607

Bill To:

WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number 31103212

Invoice Date 04/04/01

Account Number 100109636

Page Number 2

PAYMENT DUE 05/04/01

Customer P.O. #	LUC References #	Customer Code	Terms	Contract #	FOB					
WNE4692		WNY702 (Y7)	NET 30 DAYS							
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price
					CDI=Y;SV=NN SHIP=010328,0JD=010329 AUTH=SES 8000007 ***** LAST PAGE *****					

Questions About Your Account? Call

DIANE SHULTZ
(404) 573-5273

REMARKS:

THANK YOU FOR USING
LUCENT TECHNOLOGIES

MAKE CHECK PAYABLE TO:

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICES ARE PAYABLE
IN U.S. CURRENCY AND
OVERDUE AMOUNT
SHALL BEAR INTEREST AT
A REASONABLE RATE OR
IS SUBJECT TO LATE
PAYMENT CHARGES PER
AGREEMENT REMARKS

Sub Total
Less Advance
Payments
Transportation
Tax
Total Due

\$ 535.00
\$.00
\$.00
\$ 535.00

ORIGINAL

CONFIDENTIAL

LW 00300393

B2042

LUCENT TECHNOLOGIES, INC.
ATTN: ACCOUNT RECEIVABLE
P.O. BOX 100317
ATLANTA, GA. 30384-0317



INVOICE

WINSTAR
11656 LILBURN PARK ROAD
ST. LOUIS MO 63146

Ship To:

Bill To:

WINSTAR
ATTN: ACCOUNTS PAYABLE
11656 LILBURN PARK ROAD
ST. LOUIS MO 63146

Invoice Number 50116265

Invoice Date 03-29-01

Account Number 100805393

Page Number 1

PAYMENT DUE DATE: 04/25/01

Customer P.O. #				LUC Reference #	Customer Code	Terms	Contract #			FOB
84HM0325				Q3690	Y7-	NET 30 DAYS				ORIGIN
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	
0001	84HM0325	03-14-01	NORMAL		REPAIR LABOR PK CKT TN18200 S5	0	0	\$377.00	1	\$377.00
0002	84HM0325	03-14-01	NORMAL		REPAIR MATERIAL PK CKT TN18200 S5	0	0	\$9.00	1	\$9.00
0003	84HM0325	03-14-01	NORMAL		HANDLING CHARGES PK CKT TN18200 S5	0	0	\$12.00	1	\$12.00
						1 ITEM(S) RECEIVED FOR REPAIR 1 REPAIRED AND 0 JUNKED				
CONTINUED ON NEXT PAGE										

RETURN THIS PORTION WITH PAYMENT

Remit To:
LUCENT TECHNOLOGIES, INC.
ATTN: ACCOUNT RECEIVABLE
P.O. BOX 100317
ATLANTA, GA. 30384-0317

WINSTAR
ATTN: ACCOUNTS PAYABLE
11656 LILBURN PARK ROAD
ST. LOUIS MO 63146

Sub Total	\$ 398.00
Less Advance Payment	
Transportation	\$.00
Tax	\$ 16.31
Total Due	\$ 414.31

Questions About
Your Account?
Call

DIANE SHULTZ
(404) 573-5273

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS.

PAYMENTS SHOULD BE RECEIVED
BY DUE DATE. THANK YOU FOR
USING LUCENT TECHNOLOGIES

Account Number	Invoice Number	Current Balance	Total Due This Bill
100805393	50116265	N/A	\$ 414.31
Amount-Paid Due	Amount this Bill	Discount Amount	Amount Enclosed
N/A	\$ 414.31	N/A	

CONFIDENTIAL

LW 00300394

B2043



LUCENT TECHNOLOGIES, INC.
ATTN: ACCOUNT RECEIVABLE
P.O. BOX 100317
ATLANTA, GA. 30384-0317

INVOICE

Ship To:

WINSTAR
11656 LILBURN PARK ROAD
ST. LOUIS MO 63146

Bill To:

WINSTAR
ATTN: ACCOUNTS PAYABLE
11656 LILBURN PARK ROAD
ST. LOUIS MO 63146

Invoice Number

S0116265

Invoice Date

03-29-01

Account Number

100805393

Page Number

2

PAYMENT DUE DATE: 04/28/01

Customer P.O. #	LUC Reference #	Customer Code	Terms	Contract #	FOB					
84HH0325	Q3690	Y7-	NET 30 DAYS		ORIGIN					
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price
					FINAL SHIPMENT ***** LAST PAGE *****					

Sub Total	\$	398.00
Less Advance Payments	\$	.00
Transportation	\$	16.31
Tax	\$	414.31
Total Due	\$	414.31

Questions About Your Account? Call

DIANE SHULTZ
(404) 573-5273

REMARKS.

PAYMENTS SHOULD BE RECEIVED
BY DUE DATE. THANK YOU FOR
USING LUCENT TECHNOLOGIES

MAKE CHECK PAYABLE TO:

INVOICES ARE PAYABLE
IN U.S. CURRENCY AND
OVERDUE AMOUNT
SHALL BEAR INTEREST AT
A REASONABLE RATE OR
PAYMENT CHARGES PER
AGREEMENT REMARKS.

LUCENT TECHNOLOGIES, INC.
ATTN: ACCOUNT RECEIVABLE
P.O. BOX 100317
ATLANTA, GA. 30384-0317

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LW 00300395

B2044



LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

CUST SVC TEAM CODE: SE

WINSTAR NETWORK EXPANSION LLC
PROJECT WNE000004692 / 03892TH
SPARES AND EXCHANGE
ATTN: SAN KINBLE
1850 N STREET NW SUITE 300
WASHINGTON DC 20036-5805

WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number 21102911
Invoice Date 04/04/01
Account Number 100109636
Page Number 1

PAYMENT DUE
Contract # 05/04/01
FOB

Customer P.O. #	LUC Reference #	Customer Code	Terms	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price
WNE00000046		WNV702 (V7)	NET 30 DAYS		2	\$35.00	1	\$70.00
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description			
3	03892TH	03/27/01			900799669 SESS NORN DELIVERY SVC CHG FOR LINE ITEM NUMBER 1 PK CKT TN1681 SESS NORN DELIVERY SVC CHG FOR LINE ITEM NUMBER 2 PK CKT TN1681 CDI=Y;SV=NN SHIP=010328;QJD=010329 AUTH=SES 8000003 CONTINUED ON NEXT PAGE			

RETURN THIS PORTION WITH PAYMENT

Remit To: LUCENT TECHNOLOGIES, INC. P.O. BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE				WINSTAR WIRELESS ATTN: SOPHIA RENALDS 2545 HORSE PEN ROAD C-1483 1ST FLOOR HERNDON VA 20171			
Account Number	100109636	Invoice Number	21102911	Current Balance	N/A	Total Due This Bill	
Amount Past Due	N/A	Amount this Bill	\$ 370.00	Discount Amount	N/A	Amount Enclosed	\$ 370.00

Sub Total

Less Advance Payment

Transportation

Tax

Total Due

Questions About
Your Account?
Call

DIANE SHULTZ
(404) 573-5273

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS

PAYMENTS SHOULD BE MAILED
TO ARRIVE BY THE DUE DATE.

ORIGINAL



LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

CUST SVC TEAM CODE: SE

Ship To:

WINSTAR NETWORK EXPANSION LLC
PROJECT WNE0000004692 / D3892TH
SPARES AND EXCHANGE
ATTN: SAM KIMBLE
1850 M STREET NW
WASHINGTON DC 20036-5805

WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number 21102911
Invoice Date 04/04/01
Account Number 100109636
Page Number 2

PAYMENT DUE 05/04/01

Customer P.O. #	LUC Reference #	Customer Code	Terms	Contract #	FOB				
WNE00000046		HNW702 (Y7)	NET 30 DAYS						
Lucan Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price
D3892TH	03/27/01			106696503 PRODUCT EXCHANGE CHARGE FOR LINE ITEM NUMBER 2 PK CKT TH1681 CD1=Y;SV=NN SHIP=010328;QJD=010329 AUTH=SES 8000003 ***** LAST PAGE *****		1	\$300.00	1	\$300.00
Item No.	4								

Questions About Your Account? Call

DIANE SHULTZ
(404) 573-5273

REMARKS:

PAYMENTS SHOULD BE MAILED
TO ARRIVE BY THE DUE DATE.

MAKE CHECK PAYABLE TO:

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICES ARE PAYABLE
IN U.S. CURRENCY AND
OVERDUE AMOUNT
SHALL BEAR INTEREST AT
A REASONABLE RATE OR
IS SUBJECT TO LATE
PAYMENT CHARGES PER
AGREEMENT REMARKS.

Sub Total \$ 370.00
Less Advance Payments \$.00
Transportation \$.00
Tax \$.00
Total Due \$ 370.00

ORIGINAL

CONFIDENTIAL

LW 00300397

B2046

INVOICE

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE



CUST SVC TEAM CODE: SE

Ship To:
WINSTAR NETWORK EXPANSION LLC
PROJECT WNE000004692 / G8823MH
SPARES AND EXCHANGE
ATTN: NEIL SCHUSTER
910 15TH STREET SUITE 140
DENVER CO 80202-2935

WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1463 1ST FLOOR
HERNDON VA 20171

Invoice Number 61100915
Invoice Date 03/19/01
Account Number 100109636
Page Number 1

Customer P.O. #		LUC Reference #		Customer Code		Terms		PAYMENT DUE Contract #		04/18/01 FOB	
WNE4692						NET 30 DAYS					
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price	
2	G8823MH	03/13/01			900799651 SES5 EMER DELIVERY SVC CHG. FOR LINE ITEM NUMBER 1 PK CKT TN 881 CDI=Y;SV=NN SHIP=010314;QJD=010315 AUTH=SES 8000002		1	\$70.00	I	\$70.00	
3	G8823MH	03/13/01			106696503 PRODUCT EXCHANGE CHARGE FOR LINE ITEM NUMBER 1 PK CKT TN 881		1	\$300.00	I	\$300.00	
CONTINUED ON NEXT PAGE											

RETURN THIS PORTION WITH PAYMENT

Remit To:				WINSTAR WIRELESS ATTN: SOPHIA RENALDS 2545 HORSE PEN ROAD C-1463 1ST FLOOR HERNDON VA 20171			
Account Number	100109636	Invoice Number	61100915	Current Balance	N/A	Total Due This Bill	370.00
Amount Past Due	N/A	Amount Due This Bill	\$ 370.00	Disputed Amount	N/A	Amount Enclosed	

Sub Total	\$ 370.00
Less Advance Payment	
Transportation	\$.00
Tax	\$.00
Total Due	\$ 370.00

Questions About
Your Account?
Call

DIANE SHULTZ
(404) 573-5273

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS.

ORIGINAL

CONFIDENTIAL

LW 00300398

B2047



LUCENT TECHNOLOGIES, INC.
 P.O. BOX 100317
 ATLANTA, GA 30384-0317
 ATTN: ACCOUNTS RECEIVABLE

INVOICE

CUST SVC TEAM CODE: SE

Ship To:

WINSTAR NETWORK EXPANSION LLC
 PROJECT NINE000004692 / G8823MH
 SPARES AND EXCHANGE
 ATTN: NEIL SCHUSTER
 910 15TH STREET SUITE 140
 DENVER CO 80202-2935

WINSTAR WIRELESS
 ATTN: SOPHIA RENALDS
 2545 HORSE PEN ROAD
 C-1483 1ST FLOOR
 HERNDON VA 20171

Invoice Number 61100915
 Invoice Date 03/19/01
 Account Number 100109636
 Page Number 2

PAYMENT DUE 04/18/01

Customer P.O. #	LUC Reference #	Customer Code	Terms	Contract #	FOB					
WNE4692		NY702 (Y7)	NET 30 DAYS							
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price
					CDL=Y;SV=NH SHIP=010314;OJD=010315 AUTH=SES 8000002 ***** LAST PAGE *****					

Questions About Your Account? Call

DIANE SHULTZ
 (404) 573-5273

REMARKS:

MAKE CHECK PAYABLE TO:

LUCENT TECHNOLOGIES, INC.
 P.O. BOX 100317
 ATLANTA, GA 30384-0317
 ATTN: ACCOUNTS RECEIVABLE

INVOICES ARE PAYABLE
 IN US CURRENCY AND
 OVERDUE AMOUNT
 SHALL BEAR INTEREST AT
 A REASONABLE RATE OR
 IS SUBJECT TO LATE
 PAYMENT CHARGES PER
 AGREEMENT REMARKS:

Sub Total	\$	370.00
Less Advance Payments	\$	.00
Transportation	\$	.00
Tax	\$	.00
Total Due	\$	370.00

ORIGINAL

CONFIDENTIAL

LW 00300399

B2048



LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

CUST SVC TEAM CODE: SE

Ship To:
WINSTAR NETWORK EXPANSION LLC
PROJECT WNE000004692 / D3732VH
SPARES AND EXCHANGE
ATTN: PATRICK PHILBIN
525 MARKET STREET SUITE 270
SAN FRANCISCO CA 94105-2708

WINSTAR WIRELESS
ATTN: JULIAN HADDAD
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number 71100563
Invoice Date 01/31/01
Account Number 100109636
Page Number 1

Customer P.O. #		LUC Reference #	Customer Code	Terms	Contract #	Payment Due				
WNE4692			RHY702 (Y7)	NET 30 DAYS		03/02/01				
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price
3	D3732VH	12/19/00			900799669 SESS NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 1 PK CKT BXF 1 SESS NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 2 PK CKT KBN 5 CDI=Y:SV=NN SHIP=001220;0JD=001221 AUTH=SES B000002		2	\$35.00	1	\$70.00
						CONTINUED ON NEXT PAGE				

RETURN THIS PORTION WITH PAYMENT

Remit To:		WINSTAR WIRELESS ATTN: JULIAN HADDAD 2545 HORSE PEN ROAD C-1483 1ST FLOOR HERNDON VA 20171	
Account Number	100109636	Invoice Number	71100563
Amount Paid Due	N/A	Amount This Bill	\$ 370.00
		Discount Amount	N/A
		Amount Enclosed	N/A
		Current Balance	\$ 370.00
		Total Due This Bill	\$ 370.00

Sub Total	\$ 70.00
Less Advance Payment	
Transportation	\$.00
Tax	\$.00
Total Due	\$ 370.00

Questions About
Your Account?
Call

DIANE SHULTZ
(404) 573-5273

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS.

HAVE A NICE DAY FROM THE
PACIFIC REGION CONTRACTS
& ACCOUNTS ORGANIZATION.

ORIGINAL



LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

CUST SVC TEAM CODE: SE

Ship To:

WINSTAR NETWORK EXPANSION LLC
PROJECT WNE0000004492 / D3732VH
SPARES AND EXCHANGE
ATTN: PATRICK PHILBIN
525 MARKET STREET SUITE 270
SAN FRANCISCO CA 94105-2708

WINSTAR WIRELESS
ATTN: JULIAN HADDAD
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number 71100563
Invoice Date 01/31/01
Account Number 100109636
Page Number 2

PAYMENT DUE 03/02/01

Customer P.O. #		LUC Reference #		Customer Code		Terms		Contract #		FOB	
WNE4692				WNY702 (Y7)		NET 30 DAYS					
Item No.	Lucient Order	Ship Date	Ship Method	Bill of Lading	Part Number Description		Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price
4	03732VH	12/19/00			106696503 PRODUCT EXCHANGE CHARGE FOR LINE ITEM NUMBER 2 PK CKT KBN 5 CDI=Y;SV=NN SHIP=001220;QJD=001221 AUTH=SES SRV CHG SES-S \$300.00 B000002 ***** LAST PAGE *****		1	1	\$300.00	I	\$300.00

Questions About Your
Account? Call

DIANE SHULTZ
(404) 573-5273

REMARKS:

HAVE A NICE DAY FROM THE
PACIFIC REGION CONTRACTS
& ACCOUNTS ORGANIZATION.

MAKE CHECK PAYABLE TO:

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICES ARE PAYABLE
IN U.S. CURRENCY AND
OVERDUE AMOUNT
SHALL BEAR INTEREST AT
A REASONABLE RATE OR
IS SUBJECT TO LATE
PAYMENT CHARGES PER
AGREEMENT REMARKS:

Sub Total	\$	370.00
Less Advance Payments	\$	.00
Transportation	\$	.00
Tax	\$	.00
Total Due	\$	370.00

ORIGINAL

CONFIDENTIAL

LW 00300401

B2050



INVOICE

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

Ship To: WINSTAR
KATHY SOTHERN 612-782-9292
3346 ULYSSES ST NE
MINNEAPOLIS MN 55418
US

WINSTAR COMMUNICATIONS INC.
2545 HORSE PEN ROAD
ACCOUNTS PAYABLE
HERNDON VA 20171-3401

Invoice Number	41301036
Invoice Date	01/23/01
Account Number	100385027
Page Number	1

Customer P.O. #		LUC Reference #		Customer Code		Terms		Contract #		FOB	
0000004936				C1		NET 30 DAYS					
Item No.	Lucant Order	Ship Date	Ship Maked	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price	
00001	46436219	01/19/01			TG 5 0101 00 SESS SW TRANSL GD 14V TAX AMOUNT		1	\$165.90	E	\$165.90	
00002	46436219	01/19/01			TRANSPORTATION					\$10.78	
00001	46437160	01/19/01			TG 5 0101 00 SESS SW TRANSL GD 14V TAX AMOUNT		1	\$165.90	E	\$165.90	
00004	46437160	01/19/01			TRANSPORTATION					\$10.78	
						CIC ORDER # 0094600314		SHIP: KATHY SOTHERN 612-782-9292			
				ORDER NOTE	CONTINUED ON NEXT PAGE						

Sub Total	\$ 331.80
------------------	------------------

Less Advance Payment

Transportation

1

YPT

Total Due

**Questions About
Your Account?
Call**

A/R REPRESENTATIVE

95-6850
INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS:

PLEASE ALLOW FIVE DAYS WHEN PAYING
BY MAIL.

ORIGINAL

RETURN THIS PORTION WITH PAYMENT				
Remit To:	Account Number	Invoice Number	Current Balance	Total Due This Bill
LUCENT TECHNOLOGIES, INC. P.O. BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE	100385027	41301036	N/A	\$ 359.46
Amount Past Due	N/A	\$ 359.46	Discount Amount	Amount Enclosed



LUCIENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

Ship To: WINSTAR
VIVIAN AUEL 612/955-3313
9100 COUNTY RD 15 MN 55359
MAPLE PLAIN

Bill To: WINSTAR COMMUNICATIONS INC.
2545 HORSE PEN ROAD
ACCOUNTS PAYABLE
HERNDON VA 20171-3401

Invoice Number: 41301036
Invoice Date: 01/23/01
Account Number: 100385027
Page Number: 2
PAYMENT DUE: 02/22/01

Customer P.O. #	LUC Reference #	Customer Code	Terms	Contract #	FOB					
0000004936		C1	NET 30 DAYS							
Item No.	Lucrast Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price
				ORDER NOTE	ORD: NEAL 7038896640 CIC ORDER # 0094600318 ORD: NEAL CAMPBLIN 7038896640			CreditCard welcome on next purchase SHP: VIVIAN AUEL 612/955-3313 CreditCard welcome on next purchase		
					***** LAST PAGE *****					

Questions About Your Account? Call	
A/R REPRESENTATIVE	
1-800-795-6850	
REMARKS:	
PLEASE ALLOW FIVE DAYS WHEN PAYING BY MAIL.	
INVOICES ARE PAYABLE IN U.S. CURRENCY AND OVERDUE AMOUNT SHALL BEAR INTEREST AT A REASONABLE RATE OR IS SUBJECT TO LATE PAYMENT CHARGES PER AGREEMENT REMARKS:	
MAKE CHECK PAYABLE TO:	
LUCIENT TECHNOLOGIES, INC.	
P.O. BOX 100317	
ATLANTA, GA 30384-0317	
ATTN: ACCOUNTS RECEIVABLE	
Sub Total	\$ 331.80
Less Advance Payments	
Transportation	\$ 6.10
Tax	\$ 21.56
Total Due	\$ 359.46

ORIGINAL

CONFIDENTIAL

LW 00300403

B2052

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE



Ship To:
WINSTAR NETWORK EXPANSION LLC
PROJECT WNE000004692 / NG848RH
SPARES AND EXCHANGE
ATTN: JEFFERY FINKBEINER
240 NORTH 5TH STREET SUITE 220
COLUMBUS OH 43215-2611

INVOICE

WINSTAR WIRELESS
ATTN: SOPHIA REMALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number 41103361
Invoice Date 03/15/01
Account Number 100109636
Page Number 1

CUST SVC TEAH CODE: SE

PAYMENT DUE
04/14/01
Contract # FOB

Customer F.O. #	LUC Reference #	Customer Code	Terms	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price
WNE4692		NNY702 (V7)	NET 30 DAYS					
2	NG848RH	02/27/01			1	\$35.00	I	\$35.00
900799669 SES5 NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 1 PK CKT NG50222A2 CD1=Y;SV=NN SHIP=010228;OJD=010301 AUTH=SES 8000007								
3	NG848RH	02/27/01			1	\$300.00	I	\$300.00
106696503 PRODUCT EXCHANGE CHARGE FOR LINE ITEM NUMBER 1 PK CKT NG50222A2								
CONTINUED ON NEXT PAGE								

RETURN THIS PORTION WITH PAYMENT

Remit To:	LUCENT TECHNOLOGIES, INC. P.O. BOX 100317 ATLANTA, GA 30384-0317 ATTN: ACCOUNTS RECEIVABLE	WINSTAR WIRELESS ATTN: SOPHIA REMALDS 2545 HORSE PEN ROAD C-1483 1ST FLOOR HERNDON VA 20171
Account Number	100109636	Invoice Number 41103361
Amount Past Due	N/A	Amount this Bill \$ 335.00
		Discount Amount N/A
		Amount Enclosed N/A
		Total Due This Bill \$ 335.00

Questions About
Your Account?
Call

DIANE SHULTZ
(404) 573-5273

INVOICES ARE PAYABLE IN US CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS

PLEASE ALLOW FIVE DAYS WHEN PAYING
BY MAIL.

ORIGINAL

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICE

CUST SVC TEAM CODE: SE

Ship To:

WINSTAR NETWORK EXPANSION LLC
PROJECT WNEG000004692 / N6848H
SPARES AND EXCHANGE
ATTN: JEFFERY FINKBEINER
240 NORTH 5TH STREET SUITE 220
COLUMBUS OH 43215-2611

WINSTAR WIRELESS
ATTN: SOPHIA REMALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number 41103361
Invoice Date 03/15/01
Account Number 100109636
Page Number 2

PAYMENT DUE 04/14/01

Item No.	Customer P.O. #	LUC Reference #	Customer Code	Terms	Contract #	FOB
	WNE4692		WNY702 (V7)	NET 30 DAYS		
Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price	
CDI=Y;SV=NN SHIP=010228;0JD=010301 AUTH=SES B000007 ***** LAST PAGE *****						

Questions About Your Account? Call

DIANE SHULTZ
(404) 573-5273

REMARKS

PLEASE ALLOW FIVE DAYS WHEN PAYING BY MAIL.

MAKE CHECK PAYABLE TO:

LUCENT TECHNOLOGIES, INC.
P.O. BOX 100317
ATLANTA, GA 30384-0317
ATTN: ACCOUNTS RECEIVABLE

INVOICES ARE PAYABLE
IN U.S. CURRENCY AND
OVERDUE AMOUNT
SHALL BEAR INTEREST AT
A REASONABLE RATE OR
IS SUBJECT TO LATE
PAYMENT CHARGES PER
AGREEMENT REMARKS:

Sub Total	\$	335.00
Less Advance Payments	\$	.00
Transportation	\$	.00
Tax	\$	.00
Total Due	\$	335.00

ORIGINAL

CONFIDENTIAL

LW 00300405

B2054

LUCENT TECHNOLOGIES, INC.
ATTN: ACCOUNT RECEIVABLE
P.O. BOX 100317
ATLANTA, GA. 30384-0317

INVOICE

Ship To: WINSTAR 1002 NORTH 3RD STREET FLOOR 1 PHOENIX AZ 85004
Bill To: WINSTAR 1002 NORTH 3RD STREET PHOENIX AZ 85004
Invoice Number: S0111088
Invoice Date: 03-08-01
Account Number: 990940170
Page Number: 1
Payment Due Date: 04/07/01

Customer P.O. #		LUC Reference #		Customer Code		Terms		Contract #		FOB	
84Q31955		Q304JZ		Y7-		NET 30 DAYS				ORIGIN	
Item No.	Lucnet Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price	
0001	84Q31955	02-07-01	NORMAL		LABOR - ALL TESTS PA PK CKT MC5D215A2 16A	0	0	\$248.00	1	\$248.00	
0002	84Q31955	02-07-01	NORMAL		HANDLING CHARGES PK CKT MC5D215A2 16A	0	0	\$12.00	1	\$12.00	
					1 ITEM(S) RECEIVED FOR REPAIR 1 REPAIRED AND 0 JUNKED FINAL SHIPMENT ***** LAST PAGE *****						

RETURN THIS PORTION WITH PAYMENT

Remit To: LUCENT TECHNOLOGIES, INC. ATTN: ACCOUNT RECEIVABLE P.O. BOX 100317 ATLANTA, GA. 30384-0317		WINSTAR ATTN: ACCOUNTS PAYABLE 1002 NORTH 3RD STREET PHOENIX AZ 85004	
Account Number	990940170	Invoice Number	S0111088
Amount Past Due	N/A	Current Balance	\$ 260.00
		Discount Amount	\$ Amount Enclosed
		Total Due This Bill	\$ 260.00

Less Advance Payment

Transportation \$.00
 Tax \$.00
 Total Due \$ 260.00

Questions About
 Your Account?
 Call

DIANE SHULTZ
 (404) 573-5273

INVOICES ARE PAYABLE IN U.S. CURRENCY
 AND OVERDUE AMOUNT SHALL BEAR
 INTEREST AT A REASONABLE RATE OR IS
 SUBJECT TO LATE PAYMENT CHARGES PER
 AGREEMENT REMARKS.

PAYMENTS SHOULD BE RECEIVED
 BY DUE DATE. THANK YOU FOR
 USING LUCENT TECHNOLOGIES

CONFIDENTIAL

LW 00300406

B2055



LUCENT TECHNOLOGIES, INC.
ATTN: ACCOUNT RECEIVABLE
P.O. BOX 100317
ATLANTA, GA. 30384-0317

INVOICE

Ship To: WINSTAR
1850 M STREET N.W.
SUITE 300
WASHINGTON DC 20036

Bill To: WINSTAR
ATTN: ACCOUNTS PAYABLE
1850 M. STREET
SUITE 300
WASHINGTON DC 20036

Payment Due Date: 05/05/01

Invoice Number: S0116599
Invoice Date: 04-05-01
Account Number: 100419789
Page Number: 1

Customer P.O. #		LUC Reference #		Customer Code		Terms	Contract #		FOB	
58032148		Q30446		Y7 -		NET 30 DAYS			ORIGIN	
Item No	Lucient Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price
0001	58032148	03-19-01	NORMAL		LABOR - ALL TESTS PA PK CKT UN 182 S7	0	0	\$212.00	I	\$212.00
0002	58032148	03-19-01	NORMAL		HANDLING CHARGES PK CKT UN 182 S7	0	0	\$12.00	I	\$12.00
					2 ITEM(S) RECEIVED FOR REPAIR 1 REPAIRED AND 0 JUNKED FINAL SHIPMENT ***** LAST PAGE *****					

Sub Total	\$ 224.00
Less Advance Payment	
Transportation	\$.00
Tax	\$ 12.88
Total Due	\$ 236.88

Questions About
Your Account?
Call

DIANE SHULTZ
(404) 573-5273

INVOICES ARE PAYABLE IN US CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS.

PAYMENTS SHOULD BE RECEIVED
BY DUE DATE. THANK YOU FOR
USING LUCENT TECHNOLOGIES

RETURN THIS PORTION WITH PAYMENT

Remit To:	LUCENT TECHNOLOGIES, INC. ATTN: ACCOUNT RECEIVABLE P.O. BOX 100317 ATLANTA, GA. 30384-0317	WINSTAR ATTN: ACCOUNTS PAYABLE 1850 M. STREET SUITE 300 WASHINGTON DC 20036
Account Number	100419789	Invoice Number: S0116599
Amount Past Due	N/A	Current Balance: \$ 236.88
		Amount Due This Bill: \$ 236.88
		Discount Amount: \$ 0.00
		Amount Enclosed: \$ 0.00

CONFIDENTIAL

LW 00300407

B2056

LUCENT TECHNOLOGIES, INC.
ATTN: ACCOUNT RECEIVABLE
P.O. BOX 100317
ATLANTA, GA. 30384-0317



WINSTAR
3 ALLEN CENTER, 50TH FLOOR
333 CLAY STREET

Ship To:

Bill To:

WINSTAR
ATTN: ACCOUNTS PAYABLE
333 CLAY STREET 3 ALLEN CTR 50TH FL
HOUSTON TX 77002
PAYMENT DUE DATE: 04/14/01

Invoice Number

S0113975

Invoice Date

03-15-01

Account Number

100515053

Page Number

1

CONFIDENTIAL

Customer P.O. #		LUC Reference #		Customer Code		Terms		Contract #		FOB	
84QR6178		Q304LS		Y7-		NET 30 DAYS				ORIGIN	
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price	
0001	84QR6178	02-27-01	NORMAL		LABOR - ALL TESTS PA PK CKT MSN803 S3	0	0	\$201.00	1	\$201.00	
0002	84QR6178	02-27-01	NORMAL		HANDLING CHARGES PK CKT MSN803 S3	0	0	\$12.00	1	\$12.00	
					1 ITEM(S) RECEIVED FOR REPAIR 1 REPAIRED AND 0 JUNKED FINAL SHIPMENT ***** LAST PAGE *****						

RETURN THIS PORTION WITH PAYMENT

Remit To:		LUCENT TECHNOLOGIES, INC. ATTN: ACCOUNT RECEIVABLE P.O. BOX 100317 ATLANTA, GA. 30384-0317	
Account Number	100515053	Invoice Number	S0113975
Amount Past Due	N/A	Amount of this Bill	\$ 213.01
		Discount Amount	N/A
		Amount Enclosed	\$ 213.01

Sub Total	\$ 213.00
Less Advance Payment	
Transportation	\$.01
Tax	\$.00
Total Due	\$ 213.01

Questions About
Your Account?
Call

DIANE SHULTZ
(404) 573-5273

INVOICES ARE PAYABLE IN US CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS.

PAYMENTS SHOULD BE RECEIVED
BY DUE DATE. THANK YOU FOR
USING LUCENT TECHNOLOGIES

LW 00300408

B2057

LUCENT TECHNOLOGIES, INC.
ATTN: ACCOUNT RECEIVABLE
P.O. BOX 100317
ATLANTA, GA. 30384-0317



Lucent Technologies
an Lucent Technologies

WINSTAR
1002 NORTH 3RD STREET
PHOENIX AZ 85004

Ship To:

Bill To:

WINSTAR
ATTN: ACCOUNTS PAYABLE
1002 NORTH 3RD STREET
PHOENIX AZ 85004

Invoice Number S0114675

Invoice Date 03-22-01

Account Number 100423155

Page Number 1

PAYMENT DUE DATE: 04/21/01

INVOICE

Customer P.O. #		LUC Reference #		Customer Code		Terms	Contract #		FOB	
84Q32164		Q304JZ		Y7-		NET 30 DAYS			ORIGIN	
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price
0001	84Q32164	03-02-01	NORMAL		REPAIR LABOR 5 S10 REPAIR PK CKT KBN 5 S10 REPAIR	0	0	\$56.00	I	\$56.00
0002	84Q32164	03-02-01	NORMAL		REPAIR MATERIAL PK CKT KBN 5 S10 REPAIR	0	0	\$24.00	I	\$24.00
0003	84Q32164	03-02-01	NORMAL		HANDLING CHARGES PK CKT KBN 5 S10 REPAIR	0	0	\$12.00	I	\$12.00
1 ITEM(S) RECEIVED FOR REPAIR 1 REPAIRED AND 0 JUNKED CONTINUED ON NEXT PAGE										

RETURN THIS PORTION WITH PAYMENT

Remit To:
LUCENT TECHNOLOGIES, INC.
ATTN: ACCOUNT RECEIVABLE
P.O. BOX 100317
ATLANTA, GA. 30384-0317

WINSTAR
ATTN: ACCOUNTS PAYABLE
1002 NORTH 3RD STREET
PHOENIX AZ 85004

Sub Total	\$ 92.00
Less Advance Payment	
Transportation	\$.00
Tax	\$.00
Total Due	\$ 92.00

Questions About
Your Account?
Call

DIANE SHULTZ
(404) 573-5273

INVOICES ARE PAYABLE IN U.S. CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS

PAYMENTS SHOULD BE RECEIVED
BY DUE DATE. THANK YOU FOR
USING LUCENT TECHNOLOGIES

Account Number	Invoice Number	Current Balance	Total Due This Bill
100423155	S0114675	N/A	\$ 92.00
Amount Past Due	Amount This Bill	Discount Amount	Amount Enclosed
N/A	\$ 92.00	N/A	



LUCENT TECHNOLOGIES, INC.
ATTN: ACCOUNT RECEIVABLE
P.O. BOX 100317
ATLANTA, GA. 30384-0317

INVOICE

Ship To:

WINSTAR
1002 NORTH 3RD STREET
ATLANTA, GA. 30384-0317

Bill To:

WINSTAR
1002 NORTH 3RD STREET
ATLANTA, GA. 30384-0317

Invoice Number

S0114675

Invoice Date

03-22-01

Account Number

100423155

Page Number

2

AZ 85004

PHOENIX

PHOENIX

PAYMENT DUE DATE: 04/21/01

Customer P.O. #		LUC Reference #		Customer Code		Terms		Contract #		FOB	
84032164		Q804JZ		Y7		NET 10 DAYS				ORIGIN	
Item No	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price	
					FINAL SHIPMENT ***** LAST PAGE *****						

Questions About Your Account? Call

DIANE SHULTZ
(404) 573-5273

REMARKS:

PAYMENTS SHOULD BE RECEIVED
BY DUE DATE. THANK YOU FOR
USING LUCENT TECHNOLOGIES

MAKE CHECK PAYABLE TO:

LUCENT TECHNOLOGIES, INC. A REASONABLE RATE OR
ATTN: ACCOUNT RECEIVABLE IS SUBJECT TO LATE
P.O. BOX 100317
ATLANTA, GA. 30384-0317

ORIGINAL

Sub Total	\$	92.00
Less Advance Payment	\$	.00
Transportation	\$	.00
Tax	\$	.00
Total Due	\$	92.00

CONFIDENTIAL

LW 00300410

B2059

LUCENT TECHNOLOGIES, INC.
ATTN: ACCOUNT RECEIVABLE
P.O. BOX 100317
ATLANTA, GA. 30384-0317

INVOICE

WINSTAR
1002 NORTH 3RD STREET
PHOENIX AZ 85004

BILL TO:
WINSTAR
ATTN: ACCOUNTS PAYABLE
1002 NORTH 3RD STREET
PHOENIX AZ 85004

Invoice Number 50115619
Invoice Date 03-29-01
Account Number 100423155
Page Number 1

PAYMENT DUE DATE: 04/28/01

Ship To:

Customer P.O. #		LUC Reference #		Customer Code		Terms		Contract #		FOB	
84Q32163		Q304JZ		Y7-		NET 30 DAYS				ORIGIN	
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price	
0001	84Q32163	03-09-01	NORMAL		LABOR - ALL TESTS PA PK CKT UN 186 S2	0	0	\$72.00	I	\$72.00	
0002	84Q32163	03-09-01	NORMAL		HANDLING CHARGES PK CKT UN 186 S2	0	0	\$12.00	I	\$12.00	
					1 ITEM(S) RECEIVED FOR REPAIR 1 REPAIRED AND 0 JUNKED FINAL SHIPMENT ***** LAST PAGE *****						

RETURN THIS PORTION WITH PAYMENT

Remit To: LUCENT TECHNOLOGIES, INC. ATTN: ACCOUNT RECEIVABLE P.O. BOX 100317 ATLANTA, GA 30384-0317		WINSTAR ATTN: ACCOUNTS PAYABLE 1002 NORTH 3RD STREET PHOENIX AZ 85004	
Account Number	100423155	Invoice Number	50115619
Amount Past Due	N/A	Current Balance	N/A
		Discount Amount	\$ 84.00
		Amount Enclosed	\$ 84.00

Sub Total	\$ 84.00
Less Advance Payment	
Transportation	\$.00
Tax	\$.00
Total Due	\$ 84.00

Questions About
Your Account?
Call

DIANE SHULTZ
(404) 573-5273

INVOICES ARE PAYABLE IN US CURRENCY
AND OVERDUE AMOUNT SHALL BEAR
INTEREST AT A REASONABLE RATE OR IS
SUBJECT TO LATE PAYMENT CHARGES PER
AGREEMENT REMARKS

PAYMENTS SHOULD BE RECEIVED
BY DUE DATE. THANK YOU FOR
USING LUCENT TECHNOLOGIES

LUCENT TECHNOLOGIES, INC.
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 SAN ANTONIO TX 78205-1415

WINSTAR WIRELESS
 ATTN: SOPHIA RENALDS
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 HERNDON VA 20171

Invoice Number 51101725
 Invoice Date 02/26/01
 Account Number 100109636
 Page Number 1

Customer P.O. #		LUC Reference #		Customer Code		Terms	Contract #		FOB
HNE4692				RHY702 (V7)		NET 30 DAYS			
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM
3	GS186JH	02/06/01			900799669 SESS NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 1 PK CKT 8K0 2 SESS NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 2 PK CKT TH1681 CDLEY:SV=NN SHIP=010207;0JD=010208 AUTH=SES 8000002		2	\$35.00	1
						***** LAST PAGE *****			
\$7									

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Account Number	100109636	Invoice Number	51101725
Amount Past Due	N/A	Amount this Bill	\$ 70.00
		Discount Amount	N/A
		Current Balance	\$ 70.00
		Total Due This Bill	\$ 70.00

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3 ALLEN CENTER SUITE 5000
HOUSTON TX 77002

WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
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C-1463 1ST FLOOR
HERNDON VA 20171

Invoice Number 51102417
Invoice Date 03/15/01
Account Number 100109636
Page Number 1

Customer P.O. #		LUC Reference #		Customer Code		Terms		Contract #		PAYMENT DUE		FOB	
WNE4692				NHV702 (Y7)		NET 30 DAYS							
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price			
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ATTN: ACCOUNTS RECEIVABLE				HERNDON VA 20171			
Account Number	100109636	Invoice Number	51102417	Current Balance	N/A	Total Due This Bill	35.00
Amount Past Due	N/A	Amount this Bill	\$ 35.00	Discount Amount	N/A	Amount Enclosed	\$ 35.00

Sub Total	\$ 35.00
Less Advance Payment	
Transportation	\$.00
Tax	\$.00
Total Due	\$ 35.00

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ATTN: ROGER TURNER
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AUSTIN TX 78741

WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number 51102470
Invoice Date 03/19/01
Account Number 100109636
Page Number 1

Customer P.O. #		LUC Reference #		Customer Code		Terms		Contract #		FOB	
WNE4092						NET 30 DAYS					
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price	
2	H1110JH	03/13/01			900799669 SESS NORM DELIVERY SVC CKG FOR LINE ITEM NUMBER 1 PK CKT BKO 1 CDI=Y;SV=NN SHIP=010314;QJD=010315 AUTH=SES 8000007 ***** LAST PAGE *****		1	\$35.00	I	\$35.00	

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Account Number:	100109636	Invoice Number:	51102470
Amount Past Due	N/A	Amount this Bill	\$ 35.00
		Discount Amount	N/A
		Amount Enclosed	\$ 35.00
		Current Balance	Total Due This Bill

Sub Total	\$ 35.00
Less Advance Payment	
Transportation	\$ 00
Tax	\$.00
Total Due	\$ 35.00

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PHOENIX AZ 85003

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ATTN: SOPHIA RENALDS
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C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number 61101058
Invoice Date 03/29/01
Account Number 100109636
Page Number 1

Customer P.O. #		LUC Reference #		Customer Code		Terms		Contract #		PAYMENT DUE	
WNE4692						NET 30 DAYS				04/29/01	
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price	
2	G8825HH	01/16/01			90079569 SESS NORTH DELIVERY SVC CHG FOR LINE ITEM NUMBER 1 PK CKT KTU 2 CDI=Y;SV=NN SHIP=010117;OJD=010118 AUTH=SES B000013 ***** LAST PAGE *****		1	\$35.00	I	\$35.00	

Sub Total	\$	35.00
Less Advance Payment		
Transportation	\$.00
Tax	\$.00
Total Due	\$	35.00

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ATLANTA, GA 30384-0317				C-1483 1ST FLOOR			
ATTN: ACCOUNTS RECEIVABLE				HERNDON VA 20171			
Account Number	100109636	Invoice Number	61101058	Current Balance	N/A	Total Due This Bill	\$ 35.00
Amount Past Due	N/A	Amount this Bill	\$ 35.00	Discount Amount	N/A	Amount Enclosed	

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PROJECT WNEG000004692 / D3732VH
SPARES AND EXCHANGE
ATTN: PATRICK PHILBIN
525 MARKET STREET SUITE 270
SAN FRANCISCO CA 94105-2708

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ATTN: SOPHIA RENALDS
2545 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number 71101093
Invoice Date 02/27/01
Account Number 100109636
Page Number 1

Customer P.O. #		LUC Reference #		Customer Code		Terms		Contract #		PAYMENT DUE 03/29/01		FOB	
WNE4692						NET 30 DAYS							
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number Description	Quantity Ordered	Quantity Shipped	Unit Price	PM	Total Price			
2	D3732VH	02/13/01			900799669 SESS NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 1 PK CKT TN1681 C01=Y;SV=NN SHIP=010214;QJD=010215 AUTH=SES 8000004 ***** LAST PAGE *****		1	\$35.00	1	\$35.00			

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Account Number	100109636	Invoice Number	71101093
Amount Past Due	N/A	Amount this Bill	\$ 35.00
		Discount Amount	N/A
		Current Balance	\$ 35.00
		Total Due This Bill	\$ 35.00

Sub Total	\$ 35.00
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Transportation	\$.00
Tax	\$.00
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SAN FRANCISCO CA 94105-2708

WINSTAR WIRELESS
ATTN: SOPHIA RENALDS
C-1483 1ST FLOOR
HERNDON VA 20171

Invoice Number 71101530
Invoice Date 03/19/01
Account Number 100109636
Page Number 1

Customer P.O. #		LUC Reference #		Customer Code		Terms		PAYMENT DUE		Contract #		FOB	
WNE4692						NET 30 DAYS							
Item No.	Lucent Order	Ship Date	Ship Method	Bill of Lading	Part Number/Description	Quantity Ordered	Quantity Shipped	Unit Price	PM				
2	D3732VH	03/13/01			900799669 SES5 NORM DELIVERY SVC CHG FOR LINE ITEM NUMBER 1 PK CKT TH1846 C01=Y; SV=NN SHIP=010314; QJD=010315 AUTH=SES 8000005		1	\$35.00	1				
												***** LAST PAGE *****	

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Account Number	100109636	Invoice Number	71101530	Current Balance	N/A
Amount/Past Due	N/A	Amount this Bill	\$ 35.00	Total Due This Bill	\$ 35.00
		Discount Amount	N/A	Amount Enclosed	N/A

Sub Total	\$ 35.00
Less Advance Payment	
Transportation	\$.00
Tax	\$.00
Total Due	\$ 35.00

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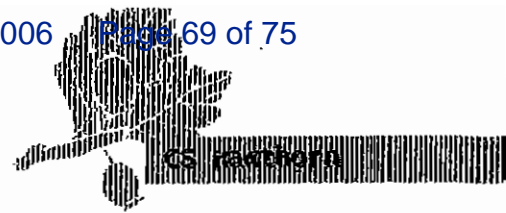
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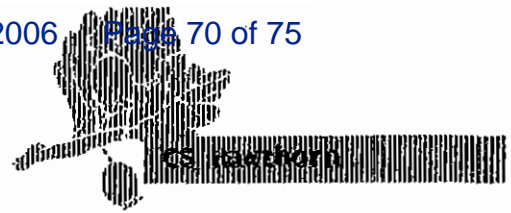
Expert Report
Of
Christopher Stark
CS Hawthorn Inc.





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1. The report is intended solely for the information of the person or persons to whom it is addressed, solely for the purpose stated, and may not be relied upon by any other person for any other purpose without CS Hawthorn's prior written consent.
2. No opinion, counsel or interpretation is intended in matters that require legal, accounting, tax or other appropriate professional advice. It is assumed that such opinion, counsel or interpretation have been or will be obtained from the appropriate professional sources.
3. I am being paid \$450 per hour for the services offered in this matter and my fee is not contingent upon the outcome of the litigation or the content of this report.
4. In addition to my own industry experience and expertise, the data or other information that I have considered in forming my opinion is as follows:
 - a. Standard & Poor's industry survey, "Communications Equipment", dated January 18, 2001;
 - b. CIBC World Markets industry update, "Global Cap-ex 2004: Behind the Kimono", dated March 17, 2004.
5. I have not testified as an expert at trial or by deposition within the preceding four years.
6. My work on this matter is continuing and I expressly reserve the right to amend or supplement the opinions expressed herein based on additional information that I may review.

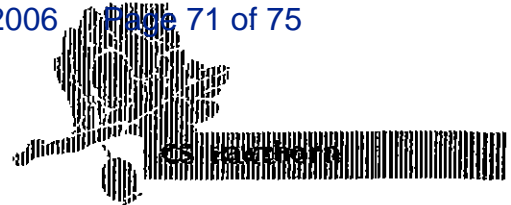


I Background and qualifications

I am president of CS Hawthorn Inc, a consulting firm specializing in management consulting to the telecommunications industry. I have experience in planning, building, accepting and operating telecommunication networks during the period 1999 to 2004, and during that time I was an active participant in the North American optical networks market.

Prior to forming CS Hawthorn, I worked for Alcatel and over the past 18 years I have worked in the telecommunications industry in various capacities and for two of the major telecommunication equipment providers, Alcatel and Nortel.

I have senior executive experience with Alcatel and a proven successful track record in the telecommunications sector in North America (Alcatel is a world leading telecommunications company with products and services spanning personal communications sets to telecommunication systems in international markets). Whilst working for Alcatel in 1999, I moved from Paris, France, to Dallas, Texas to direct the long haul DWDM business and to establish Alcatel as a major player in the North American Optical Networks market. One year later I was promoted to take over responsibility for all of the Optical Networking divisions in North America and, in addition, I was given responsibility for the Optical components division and the Wireless transport division (Microwave). At the peak of the market I had a 1.5B\$ optical networking business and 10% market share in North America. At this time my business secured a number of nationwide network contracts from major carriers such as Sprint and I successfully built a number of networks that are in operation today. As an additional part of my responsibility I oversaw special teams looking at business opportunities beyond the traditional supply of equipment to the carriers. One such project was a collaboration with CityNet telecommunications (a company with technology to lay fiber into the sewers and prevent the disruption of traditional civil works associated with trenching and laying of fiber in major cities). This project examined the feasibility of building metropolitan area networks, connecting major buildings to central office co-location



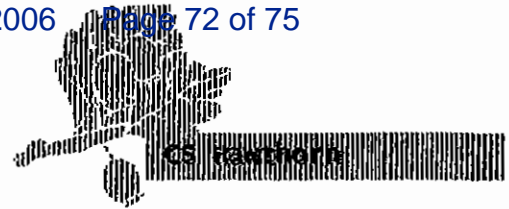
sites, and as such the planning and logistics of building, and operating the network, formed a key part of the business plan.

Prior to working in the USA I was based in Paris, working for Alcatel at its headquarters, with the responsibility for corporate procurement of strategic technologies.

Prior to my assignment in Paris I had been working in the telecommunications industry on the design, manufacture, and installation of Submarine Networks (undersea telecommunication cables) for twelve years.

II Statement of Conclusions

- i In the time frame of 1999 to 2000, carriers held inventory to secure supply of equipment and to help mitigate the risks associated with network build out.**
- ii Vendor and technology substitution was possible but required planning and extra cost to operations.**
- iii Transactions at the end of a fiscal period were not uncommon and often resulted in favorable terms being offered to carriers by suppliers.**



III Introduction

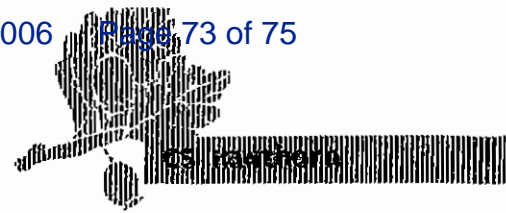
I have been asked by counsel for Lucent Technologies to provide analysis on various issues relating to the deployment of telecommunication networks, including optical networks, in the time period 1999 to 2001. Included in these issues are the following

- i Network planning and build out
- ii Inventory
- iii Technology and the ability to substitute
- iv Vendor selection
- v Transactions and timing

In addressing these issues, counsel for Lucent has asked me to review the February 25, 2004, expert report of Mr. Robert E. Ott, of Kane Reece Associates. I have based the text of my report on my experience, as outlined above, in the optical networking sector from 1999 to 2004. Where pertinent I have made reference to Mr. Ott's report in dealing with the five issues above.

In the timeframe of 1999 to end of 2000, the market for telecom was exploding and spending on network infrastructure, and in particular Optical Networks, by carriers worldwide (a correlation to their forecast for traffic growth), grew in the order of 50%.¹ The growth of demand for long haul equipment (a subset of the Optical Network market) ran at twice this rate and nearly doubled between 1999 and 2000. Competition was fierce as new carriers challenged the existing carriers for customers and traffic growth was expected to deliver lower and lower costs to the end user. In 2001 the market collapsed and precipitated large downsizing within the industry, again the decline was rapid with the overall market dropping 65% by 2002 and the long haul equipment market dropped by 74% in the same period.¹

¹Reference CIBC world markets report "Global Cap-ex 2004: Behind the Kimono" March 17 2004



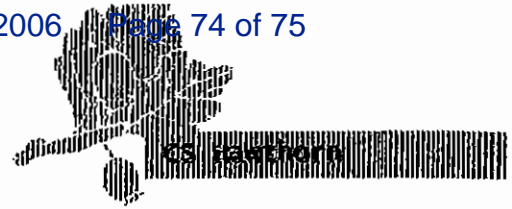
IV Network planning and build out

Carriers looking to build a nationwide network prudently follow a number of detailed steps to ensure that their network is dimensioned correctly, on time, at the correct locations and cost effective. The process requires judgment on the size of the market that can be addressed, and ability to capture the percentage of addressable market targeted. It is also a process that has a great deal of momentum built into it and, because of the complex dependencies during the end to end process, there are inherent barriers to changing the direction in a short time frame.

Below I will elaborate further on this complexity and detail some of the steps in this process.

i Traffic flow

To dimension the network correctly a carrier will look to traffic flow patterns to determine the size of pipe needed between nodes in the network and the interface levels needed to hand off at the layers of the network. At points where traffic would be handed over to another carrier's network both the location and timely availability of connections have to be planned carefully. Efficiency in the network is critical to keeping the cost under control and so it is important not only to know the amount of traffic that will likely connect nodes in the network but also the granularity of the circuits that will be used.



ii Infrastructure

Once a carrier has planned its traffic it must go about ensuring that the infrastructure is in place to deliver this traffic to the end user. In each layer of the network, infrastructure needs to be put in place in a timeframe that meets the end user's predicted demands. In the following paragraphs I will detail some of the logistical issues associated with infrastructure build at different network levels.

a Customer premise

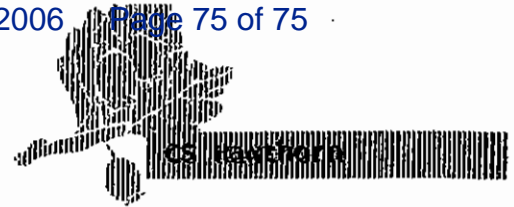
The premise would typically be a building and, to secure access to the building, a lease agreement (with the landlord) would be negotiated for all equipment either in the basement or on the roof. In addition to the lease described above, arrangements would be made for:

- Power, for equipment;
- wiring in the building to connect all equipment;
- Access to the equipment site for install, commissioning and maintenance.

b Access aggregation point

These would typically be locations on a fiber ring that connected to a central office (CO) and were within close proximity to a group of end users. As with the customer premise it was usual for these locations to be third party owned, and maintained, and so lease agreements for space in the building for the equipment would need to be put in place. In addition to the lease described above, arrangements would need to be made for:

- Power, for equipment;
- wiring in the building to connect all equipment;
- Access to the equipment site for Install commissioning and maintenance;
- Connection to an optical ring (through basement) and leasing of fiber capacity back to CO.



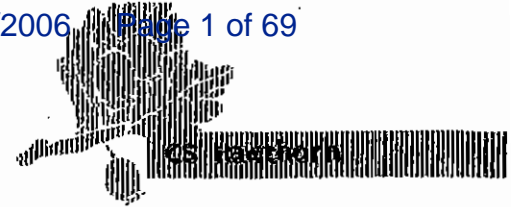
c CO

CO sites would be the collection point for a series of access aggregation points to feed into. In some cases these would also be locations where equipment would be co-located with other carriers. In the co-location buildings it would be necessary to lease space for equipment (gateway, switch, router, etc.) where the building was owned and operated by a third-party. In these co-locations carriers would arrange for hand off points to the Public Switched Telephone Network and Internet network and this requires agreements to be in place to complete the work between carriers and the purchase of bandwidth from another carrier. In the case of a CO that acted as the gateway to the long distance network, leasing arrangements with the long haul fiber provider would need to be in place and the interconnect point made available.

In each location a site specific design would be carried out to ensure that all services were available for the equipment and to ensure that the number of times a site would be visited would be kept to a minimum. From this site inspection a full Bill of Material (BOM) would be generated, including interconnect cables, etc., that would be used to ensure all equipment to complete a job would be available at the time of install.

d Equipment

The BOM generated for each site would be used to create a purchase order (PO) and as a check point for shipments. This PO would then create a demand within the manufacturing facility to produce equipment. At this point a delivery date would be given as an acknowledgement to the PO. Lead times for the manufacture of equipment inherent in the industry in the 1999 through 2000 timeframe were up to 30 weeks (from component purchase to equipment delivery) while there was an expectation from the customer carriers of only 7 weeks delivery on equipment after placement of order. As the industry became more and more competitive in 2000, major equipment suppliers took action to secure



volume supply of components to guard against lead times lengthening. Consequently, the manufacturing operation would launch at risk the procurement of parts and some manufacturing to enable the delivery expectations to be met. This risk production purchase was being done using the forecasts given by the carriers and internal and industry analysts.

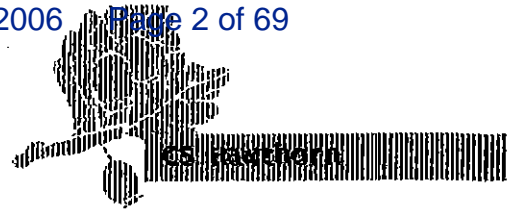
Prior to shipment of the equipment it was typical to stage and test configurations. Critical at this point was the ship to address given by the carrier, which enabled delivery of the equipment to the end point. It was not unusual to find that site availability did not coincide with the shipment schedule or priority changes within the carrier necessitated the deployment to a new site.

e Network management

In order to manage a network effectively, carriers deploy Operations Support Systems (OSS's), including network management, at central locations. These computer based platforms provide surveillance and fault location for networks and would normally handle the following functions of a carrier network:

- Billing;
- Revenue assurance and fraud management;
- EMS (element management system);
- Inventory management;
- Fault management;
- Performance monitoring;
- Service management;
- Service activation;
- Service provisioning.

To effectively construct such a system, integration with the equipment deployed in the field is critical. To ensure that full interoperability exists, extensive network tests are carried out in labs in a process that can take many months to complete.



Introducing a new piece of equipment into an existing network would normally require an upgrade to the release of the management system to handle the new equipment; this is a process that can take many months to develop and also requires close cooperation between the equipment vendors and management system.

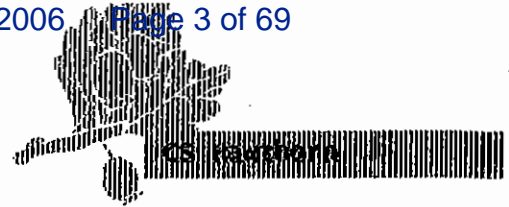
f **Install**

To install the network requires careful logistical planning by program management. Both carriers and suppliers spend a lot of effort to ensure that the risk involved in aligning these logistics is limited. Two examples of actions taken by both parties were as follows:

- Where possible standard configurations would be used to limit customization at a site and limit the risk of encountering new problems during install.
- Carriers would limit their exposure to logistical issues by having suppliers ship equipment to a warehouse prior to site availability and this ensured that work could start at a site as soon as they had secured the infrastructure (for example, fiber and real-estate).

On a typical installation job installers would travel to a site and receive the material for the job, install kits, etc., as well as the equipment. The installers would place and wire all equipment to the specification given and agreed by the customer, and have power available for the equipment to be switched on and tested.

Attainment of the network build dates was critical to all concerned. When delays occurred the emphasis was always placed on the supply base to hit the original plan, for the network build out or, at the minimum, improve on their performance. This was true regardless of the source of the delay and, as a supplier, I was requested to assist with logistical problems that were under the carrier's responsibility (such as location availability or fiber availability). Consequently, if schedules were at risk, a recovery plan was expected that would remove some or all of the delay and it was rare to see a significant delay declared and accepted without strenuous efforts to avoid such a delay.



g Commissioning

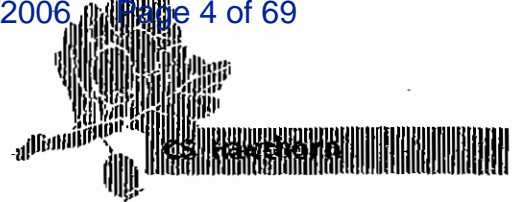
Post install commissioning is the verification that the equipment is both configured and wired correctly and that there have been no failures of equipment during shipment or install. Depending on the site this can take four weeks or more to complete. Should any system level testing of circuits be needed then access to other sites has to be gained. This becomes more complex as networks are built in phases and traffic is applied to earlier deployments. Carriers are very protective of their network performance to existing customers and consequently it becomes a logistical issue to provide network tests when one site involved has live traffic. Ensuring that all of these dependencies line up is the job of project management, as is the responsibility of creating a recovery plan, as mentioned previously. However as the network grows there become many more uncontrolled dependencies that can adversely impact the timing of network availability.

II Inventory

On page 14 of Mr. Ott's report, he draws the conclusion that it was not prudent business practice for a customer to hold inventory months ahead of planned install and that this prevented the customer from choosing newer technology. In my opinion, achieving this flexibility of supply was not feasible and the optical networks industry was not in the state that Mr. Ott alludes to.

Customers who were engaged in large network build outs planned and executed their build outs in a very meticulous manner. This was imperative to the carrier in order to manage the logistical complexities of building the network as set forth in my discussion on network build out.

In nationwide network build outs, carriers held inventory to buffer against supply issues and facilitate network deployment. The amount of inventory held would depend on the aggressiveness of their build plan, the more aggressive a plan being attempted the larger the inventory would be. In my experience there were a number of events that could impact a network build and these ranged from the failure to have equipment on time to not having the key to get into a location. The cost of deploying networks is substantial and actions were taken to ensure that as



much certainty as possible could be worked into the "ready for service" dates. Carriers negotiated bandwidth leasing agreements with each other at points where traffic was passed between one network and another. Failure to put the network in service at the time the agreement began resulted in costs being incurred for the lease without the ability to take revenue from customers.

In support of the observation I make, regarding the holding of inventory by major carriers, the events of 2001 to 2003 demonstrated both the extent of inventory held by carriers and the damaging effect on the suppliers. As the market slowed dramatically in 2001, carriers started to cancel orders for equipment and cut forecasts. In extreme cases the carrier would completely stop purchases on equipment. The inventory that they had held became more significant as the extent of the slow down became apparent and many carriers had been building with aggressive market forecasts. In at least one instance I found that a carrier had over one years worth of inventory, based on their revised forecasts post 2000, and this proved devastating to my business because I had relied on the take rate from the carriers to size my supply chain.

Three of my biggest customers AT&T, Sprint and Worldcom all had inventory and this magnified the slow down for suppliers like myself.

With the benefit of hindsight one could draw the conclusion that carriers should not have held inventory because the market growth was going to end. However, carriers and suppliers acted with the information available at the time and, as the growth in the market was predicted to continue for a number of years, the behavior of the carriers was commensurate with supporting rapid network build out. Consequently, my observation is that the major carriers ensured security of supply of equipment through inventory and therefore reduced the risk of late completion to networks.

III Vendor selection and substitution

I have read Mr. Ott's report and I disagree with the conclusion he draws at page 25 that the equipment was readily available from several vendors. Although it is true that several vendors had the technology to build out the Winstar network, in my experience equipment vendor's supply chains were not flexible enough to deal with large changes to the demand in a timely fashion. In

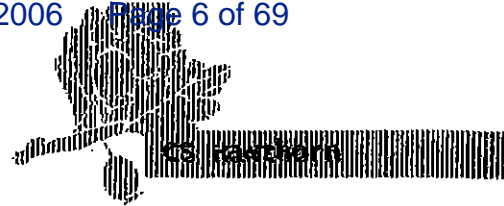


1998 and in subsequent years the demand for optical networks grew at a pace that equipment providers found hard to keep up with, as described in the introduction.

In general major vendors were building capacity "in house" and as such a number of new facilities were built in that timeframe. However the capacity from these new facilities took time to come on line and in several cases production constraints were overcome just as the market fell in 2001. As pointed out by Mr. Ott on page 4 of his report, the number one supplier, Nortel, had had problems in the supply of equipment up until the middle of 2000 and had increased production capacity to overcome these issues. My experience, at the time, was that equipment vendors were constantly pressured to increase capacity and in my case I constructed a new facility for Optical Networks in the time frame discussed.

I would also point out that in the major complex networks that I was involved in, the vendor selection process was very detailed and meticulous. Buying decisions affected a company over a number of years and consequently these decisions were not taken lightly. Major carriers would typically proceed along the following steps.

1. RFP/RFQ sent out to suppliers and responses evaluated, this is a process that could take several months to complete.
2. Selected supplier begins test phase with customer to prove capability. This process again could take several months to complete, as the vendor had to configure and ship equipment to a lab and perform a test plan. In most cases this process was elongated due to the necessity for integrating the equipment with the network management system from the customer.
3. The customer would then have to partition the network to allow for a second/replacement supplier to be integrated into the network in a manageable way.
4. Contract negotiations and sign off of supply agreement between carrier and supplier would take place. This activity would happen during the test phase and provided no major issues arose between supplier and customer finished just after acceptance of the test phase.



5. Customer operations staff would then be trained on the new equipment and depending on the size of the network and the size of the operations group this would last several weeks.
6. At a point in this process a supplier had to start ramp up of production capacity of their equipment and in many cases this required adding to current capabilities or building new facilities. In the case of very large supply agreements for national networks it could take in excess of five or six months to move from standing start to full production.

In summary, my experience was that there were a number of very capable vendors around at the period in question and, given time, any one of these could have stepped up to supply a new nationwide network. However to accomplish this required time, money and effort. The cumulative effect of each of the steps set forward above could typically take a year or more and required the customer to take attention away from current builds to integrate a new plan. Although a carrier could short circuit the steps above, and shorten the selection process, this introduced risk. From my observation, the complexity and time taken to introduce an unplanned supplier created an added barrier to replacing the existing supplier because making the switch costs time and money.

IV Technology substitution

Mr. Ott raises the issue of substituting technology in network builds. In particular I would like to address the quotes on page 24:

"It would not be sensible to order equipment a year or more before it could be practically used"

Rather,

"It would have been a better course of action to thoroughly evaluate the economies and technical claims of alternative suppliers as one approached the real dates for deployment".

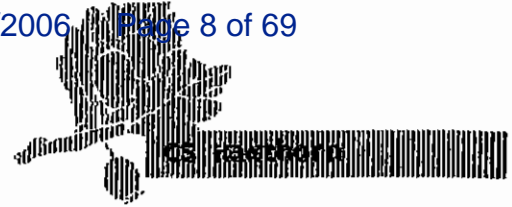
This statement does not reflect the process by which a carrier selects technology and vendors for their network and does not reflect the behavior of the telecommunications industry from 1998 to 2000. Clearly network equipment choices made at the beginning of planning a



network in 1998 would look very different from the same exercise in 2001. Equipment advances moved at pace through 1999/2000 with a number of new entrants in the market. However, technology platform decisions are made when planning a network (as opposed to in hindsight) and represent a large investment for the carrier. Because this represented a major investment, carriers would typically request that upgrades be planned for the equipment platform and rolled out into the network as needed. The upgrade path for a platform would typically add hardware and software features to the existing product and provide carriers with more options to purchase from. Consequently, care was taken at the vendor selection phase by carriers to ensure that suppliers and their products could evolve with the networks. This represented another reason for carriers' reluctance to switch suppliers and remain with the equipment platforms over time.

In my experience, carriers continued to build with equipment many years after the first selection was made. Even today, carriers such as Sprint, AT&T, Verizon and SBC purchase equipment that was conceived in the 1990's.

It was not common for carriers to switch suppliers in the middle of a supply agreement to build out a network and it was very unusual for a carrier to make short term decisions on equipment supply based on the latest product on the market. Evaluations of new technology were generally directed at designs for the next generation of the network, and a carrier's current network build was the domain of the operations and deployment group. This was reflected by the fact that on several occasions, in my role as Group VP of Alcatel Optics, I tried to gain a foothold in a carrier as a second or substitute supplier and each time I was unsuccessful. The reasons given to me for my lack of success were the cost of introducing a new supplier through training, spares, network management, etc., and is reflected in the section I have written on vendor substitution.



V Transactions and timing

During the period from 1999 to 2001, it was common for manufacturers of equipment to be focused on meeting revenue expectations and capturing market share. One way of achieving this was to secure an end of year deal or in the case of some vendors, an end of quarter deal. In my experience, in the industry, I was aware of these types of deals being done and, prior to the acquisition by Alcatel, DSC (Digital Switch Corporation) had gained a reputation for entering into quarterly deals. In talking with the sales force of the former DSC, I found that regularly entering into quarterly deals became a practice that customers would take advantage of and consequently the large quantity of sales orders would arrive at the end of that quarter.

In the case of an end of year deal, which I did enter into, a carrier would look at the capital expenditure left from the year's budget and spend the shortfall by extracting a favorable deal from one of their suppliers on products that they would deploy later. However, it was my experience that to secure any end of fiscal period transaction, purchasers would take advantage of the suppliers' need for revenue and market share and expect large concessions and as a vendor it would invariably lower the margin.

VI Conclusions

- i In the time frame of 1999 to 2000, carriers held inventory to secure supply of equipment and to help mitigate the risks associated with network build out.
- ii Vendor and technology substitution was possible but required planning and extra cost to operations.
- iii Transactions at the end of a fiscal period were not uncommon and often resulted in favorable terms being offered to carriers by suppliers.

CS Hawthorn

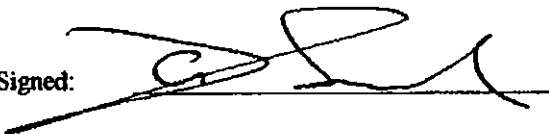
Date: March 30, 2004

Name: Christopher Stark

Title: President

Company: CS Hawthorn

Signed:

A handwritten signature in black ink, appearing to be 'CS', written over a horizontal line.



APPENDIX A

Christopher D. Stark

8204 Bartley Circle
Plano, Texas 75025

chris.stark@sbcglobal.net

Home: 972 712 0968
Office: 972- 371-1305

EXECUTIVE SUMMARY

Senior executive with a proven successful track record in technology based environments. Has a wealth of experience in the design and deployment of Telecommunication Network's. Demonstrated experience and expertise to take a company forward in even the most difficult of times. Competent in all facets of running a multi billion dollar company in both rapidly growing and declining markets. Excellent negotiator and has an ability to construct deals involving complex relationships.

PROFESSIONAL EXPERIENCE

CS Hawthorn (Oct 2003 to present)

President

Formed a management consulting company to offer business strategy and marketing services to small companies. In the last four months has expanded experience into new business sectors such as automotive parts and control systems.

- Provided market placement and entrance strategies
- Pricing and competitive landscape analysis
- Introductions to Carrier customers and equipment vendors
- Due diligence services including
 - Purchase price analysis
 - Business plan development
 - Private equity funding introductions and assistance
 - Technical analysis of products
 - Organization strategy both pre and post acquisition
- Management team analysis

Alcatel, (1994 – 2003)

Alcatel is one of the world's leading telecommunications companies with products and services which span personnel communications sets to telecommunication systems in international markets.

Christopher D. Stark

Page Two

Group Vice President, Alcatel Optics, North America, Dallas, Texas (2000 – 2003)

Responsible for the Optical Networks, Wireless Transport, Alcatel Optronics and Astral Point business units. Fully accountable to the CEO of Alcatel America and the President of Alcatel Optics Business Division for all operations in the North American market. Areas of responsibility included Market Penetration, restructuring, acquisitions, P&L, divestures and customer satisfaction in multi site and multi national environments.

- Achieved \$1.5B revenue in North America.
- Grew the Optics to 13% of market share in 2001 which was the first time for double digit market share in many years.
- Retained market share gain during the market contraction of 80% in two years.
- Led the acquisition of Astral Point and negotiated other acquisitions.
- Ensured the healthy profitability of the wireless transport division.
- Developed the wireless market strategy for MMDS technology in broadband access.
- Divested manufacturing facilities and concurrently maintained output.
- Divested the optical components business to Sanmina.
- Divested product lines to legacy based companies.
- Turned a major quality issue with Verizon around and hit the goal of customer support.
- Effectively recruited, trained, managed and retained top-quality staff with an unsurpassed commitment to quality and professionalism, which directly impacted company image and customer loyalty.

Vice President/GM, Intelligent Optical Networks Division, North America, Dallas, Texas (1999 - 2000)

- Profit and loss responsibility for the leading optical technology products business with annual revenue of ~ \$800m and a product and sector budget in excess of \$100m annually.
- Achieved a significant win to build out the backbone network of Sprint and turned around failing product line.
- Built an operations organization and facility that quadrupled the capacity in one year.
- Doubled the sales of WDM in the USA and filled the capacity of the new facility in nine months

Technology Marketing Director, Alcatel Telecom Corporate Office, Paris, France (1998 - 1999)

Major responsibilities were to establish an advanced procurement organization across Alcatel that enabled the acquisition of advanced technologies at the earliest opportunity while managing the risks associated with such acquisitions.

Technology Marketing Director (continued)

- Performed supply base market assessment on technologies required by many business divisions of Alcatel (e.g. Optical, Semiconductor, Internet, electromechanical).
- Identified suitable supply infrastructures and negotiated frame agreements to secure supply cost, logistics and quality.
- Developed internal and external relationships with Marketing Directors, Chief Technical Officers, Chief Executives and Purchasing Directors.
- Managed the successful implementation of an Optical supply strategy for Alcatel Telecom and the acceptance by the board of a future business strategy for the Optoelectronics component manufacturer within Alcatel.
- This assignment ended after I was requested to come to the USA to run the Optical layer products.

Christopher D. Stark

Page three

Alcatel Submarine Networks

Terminal Development Manager - Greenwich, London, England (1995 - 1998)

Responsible for all R&D activities on the development of land based transmission equipment. Responsible for the introduction of products into manufacture. Development team of ~80 engineers and an annual expense budget of £3 million.

Advanced Product Development Manager - Greenwich, London/ Paris, France (1994 - 1995)

Responsible for research and initial development of all products related to Submarine Systems. Prime interface for the activities in the Central Research Facility in Paris. Development team consisted of 12 engineers and was split between the U.K and France.

STC Submarine Systems

Terminal Development Manager - Greenwich, London, England (1991 - 1994)

Responsible for all development activities related to the terrestrial based transmission equipment. Development team of 40 engineers and an annual expense budget of £2 million.

Southampton, Hampshire, England (1986 to 1991)

Various positions and responsibilities from Graduate Engineer to Manager Systems Assembly and Test.

TRAINING

Alcatel Management Training Scheme

1996 - Present

Completed the Alcatel management-training process for potential corporate executives

STC Management Training

1989 - 1994

Member of the company management-training program that was facilitated the move from the Cable Development division to the Transmission Equipment division

EDUCATION

Bsc (hons) Electrical and Electronic Engineering, Upper second class, Plymouth University 1986

LANGUAGES

French - Good comprehension and capable of conversing, but not fluent

Confidential

From: Daniel_Csillag@lnotes5.bankofny.com
Sent: Wednesday, November 15, 2000 8:55 PM
To: siddharth.kasera@sfs.siemens.com
Cc: Frubin@winstar.com, kmonaco@winstar.com
Subject: Winstar Capital Corp Amendment Request



Adobe Portable Document



Adobe Portable Document



Adobe Portable Document

> -----
> From: Daniel_Csillag@lnotes5.bankofny.com
[SMTP:DANIEL_CSILLAG@LNOTES5.BANKOFNY.COM]
> Sent: Wednesday, November 15, 2000 8:55:01 PM
> To: siddharth.kasera@sfs.siemens.com
> Cc: Frubin@winstar.com; kmonaco@winstar.com
> Subject: Winstar Capital Corp. Amendment Request
> Auto forwarded by a Rule
>

Attached please find an amendment request package with respect to the \$1.15 Billion Senior Secured Credit Facilities for Winstar Capital Corp. In addition to the amendment request, attached to this E-Mail are two NON-PUBLIC projection models (Base Case & Scaled Back). If your institution is one that cannot see these projections, please delete the two projection files.

(See attached file: Microsoft Word - Amendment Letter 1.pdf) (See attached file: DebtModel.11.15.00_base.pdf) (See attached file: DebtModel.11.15.00_Scaled_back.pdf)

The information in this e-mail, and any attachment therein, is confidential and for use by the addressee only. If you are not the intended recipient, please return the e-mail to the sender and delete it from your computer. Although the Bank of New York attempts to sweep e-mail and attachments for viruses, it does not guarantee that either are virus-free and accepts no liability for any damage sustained as a result of viruses.



Confidential

BNY CAPITAL MARKETS, INC.

ONE WALL STREET, NEW YORK, N.Y. 10286

Date: November 15, 2000

To: Winstar Capital Corp ("Winstar" or the "Company") Lenders

From: BNY Capital Markets, Inc.

RE: Amendment No 2 Request

In order to allow Winstar to continue to focus on the execution of its business plan, including the expansion of its broadband network, products and services, it has entered into agreements (subject to final documentation and standard conditions precedent) that will provide it with approximately \$1.02 billion in additional capital (the "Additional Capital"), of which \$770 million is immediately available. The Additional Capital is comprised of a (i) \$270 million private equity investment purchased by Microsoft Corporation, Compaq Computer Corporation, Credit Suisse First Boston Private Equity and Welsh, Carson, Anderson & Stowe VIII, L.P. This investment is in the form of convertible preferred stock (the "Preferred Stock"), which converts into common stock initially at \$25 per share and includes five-year warrants to purchase an aggregate of 4,590,000 shares of common stock at an initial exercise price of \$25 per share; (ii) \$500 million equipment leasing facility, of which \$250 million is available immediately, with an affiliate of Cisco Systems, Inc. (the "Cisco Facility"), (iii) \$50 million equipment leasing facility with Compaq Financial Services, Inc. (the "Compaq Facility" and collectively with the Cisco Facility, the "Lease Facilities") and (iv) \$200 million senior loan made by Siemens Financial Services, Inc. (the "Siemens Loan").

The Lease Facilities (i) are guaranteed by Winstar Communications, Inc. and Winstar Capital Corp., (ii) have a tenor of 36 months, (iii) are structured as triple net leases, (iv) each have a special purpose vehicle as the borrower under such facility (which shall be wholly owned subsidiaries of Winstar Wireless, Inc.) and (v) provide the lessee with the option to purchase the equipment at the end of the lease term. The Cisco Facility will be predominantly used to finance the purchase of routers, hubs and other equipment enhancing the performance and capabilities at the edge of Winstar's network. The Compaq Facility will be predominantly used to finance the ongoing expansion and development of Winstar's rapidly growing Web hosting and application service provider infrastructure and offerings. The Cisco Facility is permitted under Section 8.02(a)(i)(E)(4) of the credit agreement and the Compaq Facility is permitted under Section 8.02(a)(i)(E)(3) of the credit agreement.

The Siemens Loan will be structured as a new term loan ("Term Loan C") under the \$1.15 billion senior credit facilities (the "Facilities"). As such, the Facilities shall be increased to \$1.35 billion. The Term Loan C matures on December 31, 2007. All other terms of the Term Loan C are identical to those under the existing Term Loan B.

In order to permit the Term Loan C, the consent of the Required Lenders (>50%) under the Facilities is required. Therefore, the Company requests a second amendment ("Amendment No. 2") to the Facilities to allow for the Term Loan C. Additionally, the company intends on utilizing up to \$200 million of proceeds from the Additional Capital to repay outstanding under the credit agreement with Lucent Technologies, Inc. ("Lucent"). Therefore, the Facilities will also be amended to allow for this prepayment, so long as such prepayment occurs no later than December 31, 2000. This prepayment makes up to an additional \$200 million immediately available under the Lucent facility. Winstar will still have a maximum available funding commitment of \$1.0 billion under the Lucent facility.

Confidential

Winstar Capital Corp.
Amendment No. 2 Request
November 15, 2000
Page 2

The Bank of New York, CIBC World Markets, Corp., Citicorp North America, Inc. and Credit Suisse First Boston have approved Amendment No. 2. Responses to Amendment No. 2 are requested by no later than 5:00 p.m. Eastern Time, Thursday, November 30, 2000 (the "Amendment Response Date"). An amendment fee equal to 0.125% will be paid to each Lender that executes Amendment No. 2 by the Amendment Response Date based on each Lender's commitment amount on such date.

A conference call will be held by the management of Winstar on Friday, November 17, 2000 at 11:30 a.m. Eastern Time to provide an update on the Company's operations and an overview of the Additional Capital. The teleconference can be accessed by dialing 1-888-282-0372 and providing the operator with the passcode, "WINSTAR" and the conference leader's name, "DANIEL CSILLAG". A replay will be available from November 17, 2000 at 3:00 p.m. until December 1, 2000 at 5:00 p.m. by dialing 1-800-867-1928. Additionally, a conference call will be held to discuss the enclosed financial projections. Details regarding this call will be forwarded to you shortly.

Attached is an amendment information package to assist you in your review. This contains (i) revised financial projections (the "Revised Projections") after giving effect to the Additional Capital which includes a summary comparing the Revised Projections with the projections contained in Winstar's Confidential Information Memorandum dated April 2000, (ii) financial projections representing a scaled back business plan assuming no additional sources of funding are obtained after giving effect to the Additional Capital, (iii) organizational charts detailing the company's domestic and international subsidiaries, and (iv) a Contact List. An execution copy of Amendment No. 2 will be forwarded to you shortly. If you have any questions, please feel free to speak with anyone on the Contact List. On behalf of Winstar, your timely response to this Amendment request and continued support of the Company is greatly appreciated.

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SULLIVAN & CROMWELL (BNY's Counsel)

125 Broad Street
New York, NY 10004

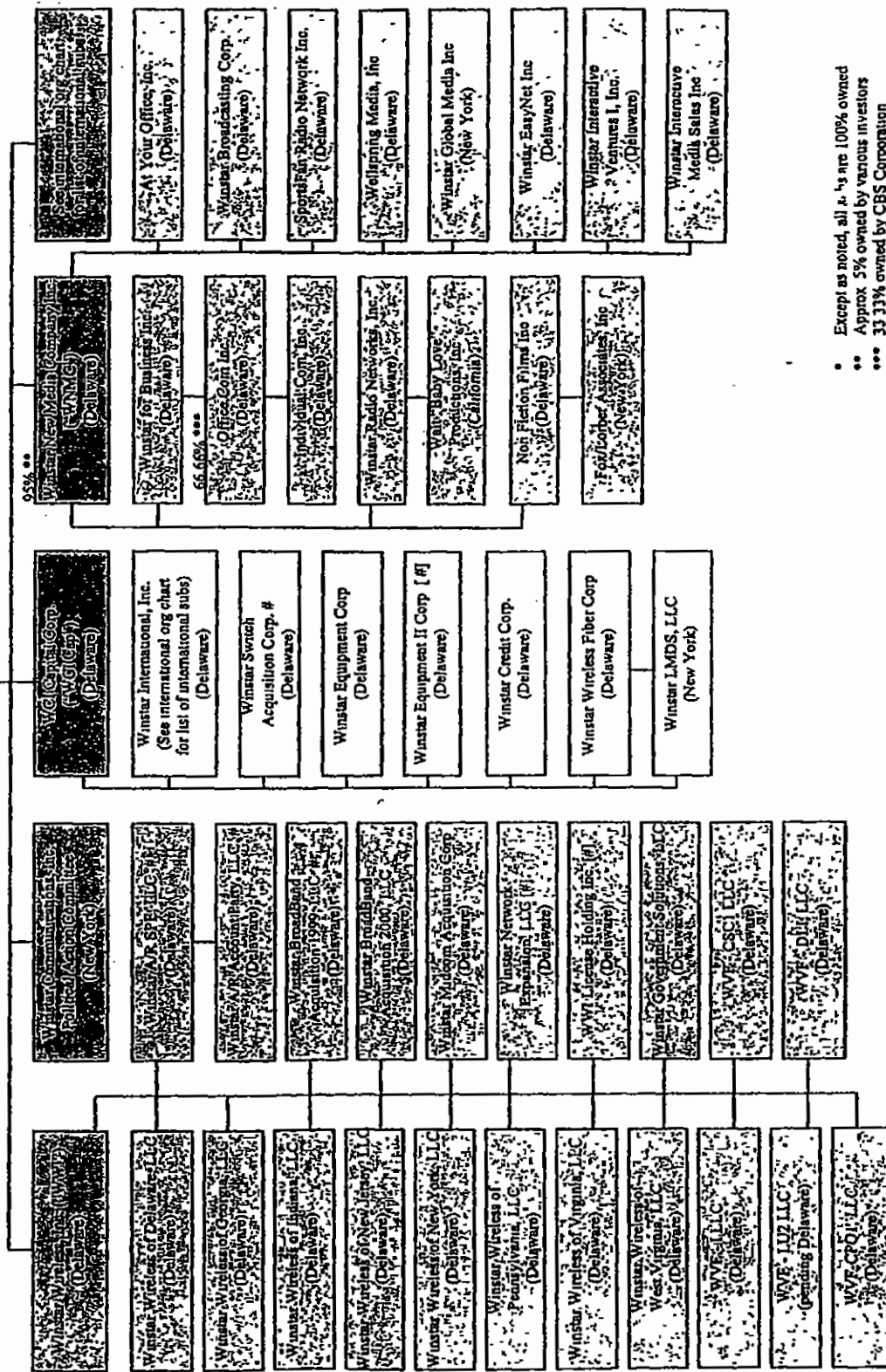
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Yogesh Rai, Associate Email: raiy@sullcrom.com	(212) 558-4615	(212) 558-4812

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Winstar Communications, Inc.
Domestic Subsidiaries, 11/13/00

Winstar Communications, Inc. (WCI) (Delaware)

- WCI subs
- WWI subs
- WNMCI subs
- WCI Cap subs



- Except as noted, all WCI's are 100% owned
- Approx 5% owned by various investors
- 33 33% owned by CBS Corporation
- # To be merged out of existence eff 12/31/00.

bracketed items to be cleared with tax advisors

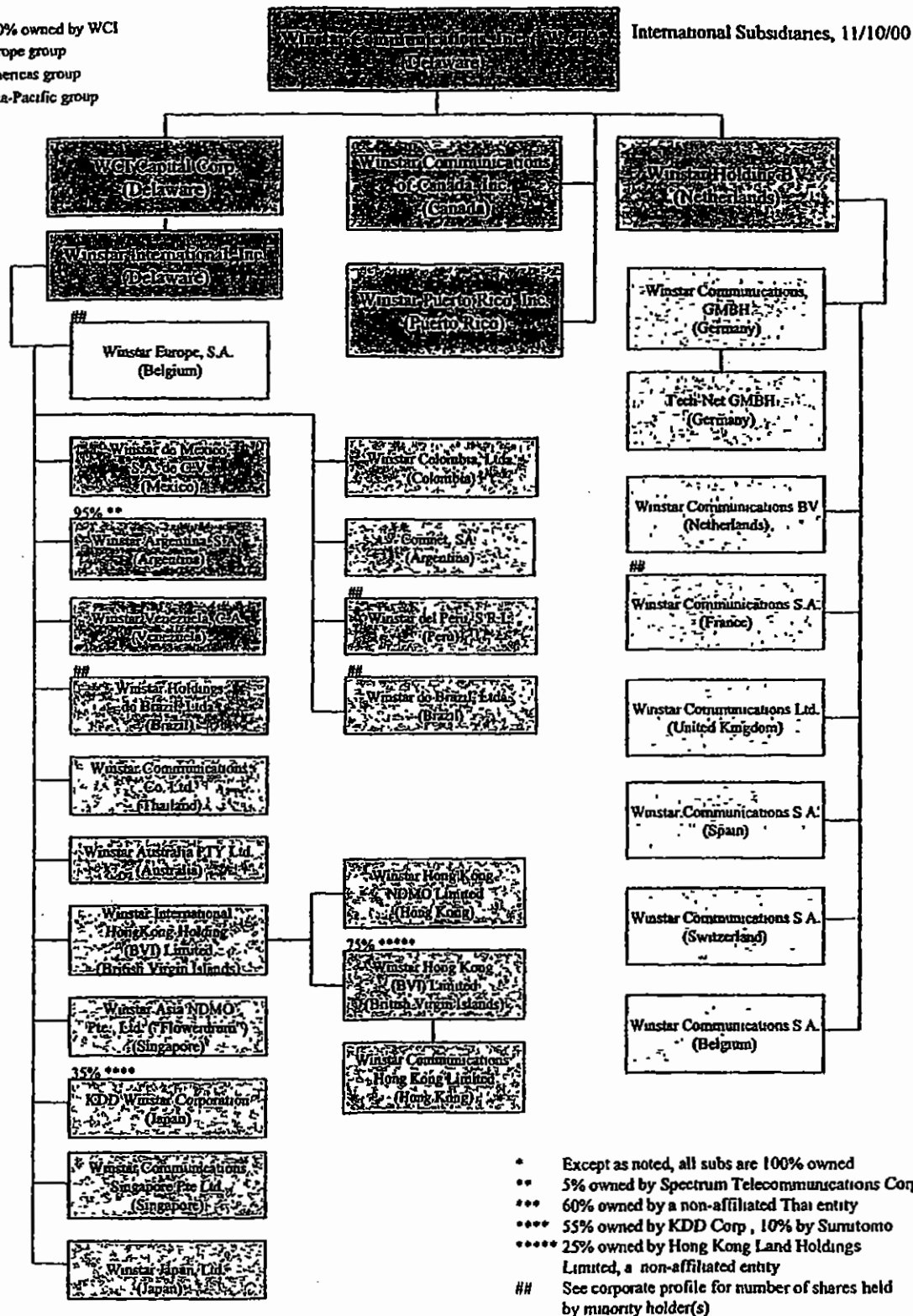
Siemens ICN 02214

L Legal/General Corporate Matters/Corporate Governance/Corporate Structure/ORG CHART Domestic

B2093

Confidential

- 100% owned by WCI
- Europe group
- Americas group
- Asia-Pacific group



L Legal\General Corporate Matters\Corporate Governance\Corporate Structure\ORG CHART International

Siemens ICN 02215

B2094

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Adjustments—Bank Model March 2000 To November 2000

The November 2000 Model has been updated for actual results through the end of Q3-2000. In addition, the company has modified other parts of the March Model to better reflect the current business and market conditions, as well as updated with new schedules detailing the Network Channel SG&A and Headcount, and Unallocated SG&A and Headcount.

- I. Financing** - The November 2000 Model has been updated to reflect the transactions announced on November 8, 2000. In addition, we have made further adjustments that impact the company's financing needs. These changes are as follows:

- Added the Term Loan C (\$200MM)
- Added the Series H Preferred Stock (\$270MM)
- Reduced the Second Round Financing in Q4-01 from \$1.52B to \$1.10B
- Accelerated the drawdown of the Lucent facility to reflect current levels.
- Removed International from the November 2000 Model as these subsidiaries are presently being treated as Unrestricted Subsidiaries
- Added the proceeds from the company's Direct Stock Purchase Program

- II. Network Channel** - The Network Channel model, which is the primary revenue driver in the Winstar Model, has been updated to reflect the company's position as of September 30, 2000, as well as our outlook for 2001.

- A. Capital Expenditures** - We have modified prospectively our costs for building various network components to more accurately reflect our costs per our recent turnkey agreements with Lucent. This agreement will lower our cost to construct hubs sites and customer buildings over the next few years. The full impact of these lower costs is worked into the November 2000 Model beginning in Q1-01.

- B. Revenue Analysis** - The November 2000 Model several modifications that impact the various revenue streams. The principal changes are as follows:

Buildings lit additions - Fewer buildings were added in Q1-00. We have pushed incremental new adds out through Q1-02

Building size - We have increased the size of our existing building universe to more accurately reflect the marketplace. This has resulted in an increase in overall average building size, square feet added, and total square feet added.

Square feet per prospect - We have simplified this driver from the March 2000 Model. We now reflect more clearly the average space rented by our target customers to derive the number of customers in our target buildings.

Large Account Solutions (LAS) revenues have been increases to better reflect the company's performance to date, the current backlog, and the 2001 outlook.

MidCom revenues are reduced to zero earlier to reflect faster attrition.

Siemens ICN 02216

B2095

Continued

Winstar Communications, Inc.		2000		2001		2002	
		Q2	Q3	Q1	Q2	Q3	Q4
Phase I Financial Covenants							
1. Maximum EBITDA Less/Minimum EBITDA							
EBITDA	(24,315)	(25,639)	(3,059)	(1,123)	8,804	24,155	114,274
Covenant	(43,000)	(28,000)	(28,000)	(17,000)	(9,000)	(5,000)	60,000
\$ Carried	17,685	12,362	24,344	13,897	17,804	29,155	54,274
2. Minimum Earnings							
Revenues	170,756	175,830	201,220	203,793	219,846	260,944	411,314
Covenant	129,000	139,000	163,000	173,000	184,000	193,000	217,000
% Carried	24%	21%	19%	15%	18%	24%	28%
\$ Carried	41,756	36,830	38,220	30,793	41,846	61,944	82,834
3. Maximum Capital Expenditures							
Capital Expenditures	341,483	328,727	218,441	272,223	269,445	213,496	221,593
+ Lease Acquisitions	32,000		120,000				
+ Fiber Lease Payments	10,413	21,745	25,107	37,144	33,312	31,562	31,894
+ Fiber Lease Additions	(22,259)	(41,435)	(83,456)	(65,549)	(61,282)	(19,081)	(27,417)
Adjusted Capital Expenditures	351,437	319,038	259,282	267,918	241,495	226,057	226,145
Adjusted Last Twelve Months Capital Expenditures			1,275,805				961,416
Covenant			1,300,000				1,150,000
Carried %			19%				19.6%
Carried \$			24,195				182,184

Note: On any date that Winstar or its Subsidiaries receives net cash proceeds from permitted issuances of new debt or equity in excess of \$1.5 billion, on a cumulative basis from closing, the Borrower may increase the maximum Cash Capital Expenditures in any year or years by an aggregate amount equal to the amount of net cash proceeds that exceed \$1.5 billion, provided, further, that under no circumstances shall the maximum annual Cash Capital Expenditures covenant exceed (including carry over amounts) \$1,300,000,000 for any year prior to and including 2001 and \$1,000,000,000 in any year thereafter.

Phase I Financial Covenants (cont'd)

4. Maximum Consolidated Senior Secured Debt/SSD to Total Capitalization (C)

Calculations:		A	B	C	D	E	P	Q	H
Bank Debt		1,150,000	1,150,000	1,150,000	1,150,000	1,000,000	1,000,000	1,000,000	1,000,000
+ Cash Balances (> \$500,000)		310,216	269,040	471,233	318,545	101,391	559,454	779,715	642,475
Adjusted Senior Secured Debt (A+B)		1,460,216	1,419,040	1,621,233	1,468,545	1,101,391	1,559,454	1,779,715	1,642,475
Leases:									
Non-Fiber Capital Leases		248,068	496,136	796,136	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Total Other Sr. Debt (D+E)		248,068	496,136	796,136	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Total Public Debt		248,068	496,136	796,136	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Total Adjusted Debt (C+D+E)		1,708,284	1,915,176	2,417,369	2,468,545	2,101,391	2,559,454	2,779,715	2,642,475
Total Capitalization		1,460,216	1,419,040	1,621,233	1,468,545	1,101,391	1,559,454	1,779,715	1,642,475
Ratio		1.17	1.35	1.49	1.68	1.91	1.64	1.56	1.61

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Confidential

Winstar Communications, Inc.

	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
APIC (100 - 6/1000) incl Common Stock at Par, Series D and other Preferred Equity Issues	2,187,931	2,187,931	2,187,931	2,187,931	2,413,481	2,513,881	2,543,881	2,579,881	3,145,631	3,175,631	3,175,631	3,215,631
Positive Retained Earnings	-	-	-	292,950	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
Total Equity (P+K+L)	2,187,931	2,187,931	2,187,931	2,480,881	2,443,481	2,543,881	2,573,881	2,609,881	3,175,631	3,205,631	3,205,631	3,245,631
Total Adjusted Total Capital (H+K)	4,740,617	5,348,621	5,657,454	6,043,637	6,394,431	6,751,530	7,061,482	7,319,039	7,530,648	7,731,484	7,932,643	8,133,802
Capital	13.3%	16.8%	18.5%	18.5%	18.5%	18.5%	18.5%	18.5%	18.5%	18.5%	18.5%	18.5%
Adjusted Senior Secured Debt/Adjusted TC	25.0%	25.0%	25.0%	25.0%	25.0%	25.0%	25.0%	25.0%	25.0%	25.0%	25.0%	25.0%
Cashless	11.7%	8.2%	9.5%	9.1%	9.1%	9.1%	9.1%	9.1%	9.1%	9.1%	9.1%	9.1%
Maximum Adj. Sr. Secured Debt allowable under covenant	1,375,618	1,455,854	1,522,897	1,593,528	1,704,322	1,827,637	1,953,445	2,081,774	2,212,374	2,345,955	2,482,308	2,621,308
Total Adj. Senior Secured Debt Outstanding	633,762	810,960	810,960	810,960	810,960	810,960	810,960	810,960	810,960	810,960	810,960	810,960
Incremental Sr. Secured Debt Allowable under covenant	741,856	644,894	711,937	782,568	893,362	1,016,677	1,142,485	1,270,814	1,401,414	1,534,995	1,671,348	1,810,348
Phase I Financial Covenants (cont)												
5. Maximum Consolidated Total Debt (TD) to Total Capitalization												
Total Adjusted Debt (C+P+Q)	2,572,486	3,066,590	3,173,573	3,539,756	3,850,540	4,157,639	4,464,822	4,772,005	5,079,188	5,386,371	5,693,554	6,000,737
Total Adjusted Capital (H+K)	4,740,617	5,348,621	5,657,454	6,043,637	6,394,431	6,751,530	7,061,482	7,319,039	7,530,648	7,731,484	7,932,643	8,133,802
Adjusted TD/Adjusted TC	54.0%	57.3%	56.1%	58.4%	60.2%	61.6%	63.5%	64.6%	67.4%	68.3%	69.2%	72.6%
Cashless	75.0%	75.0%	75.0%	75.0%	75.0%	75.0%	75.0%	75.0%	75.0%	75.0%	75.0%	75.0%
Cashless	21.0%	16.7%	18.9%	16.4%	14.8%	13.2%	11.9%	11.4%	11.4%	11.4%	11.4%	11.4%
Maximum Total Debt allowable under covenant	6,543,793	6,543,793	7,451,643	7,541,643	7,631,643	7,721,643	7,811,643	7,901,643	8,001,643	8,101,643	8,201,643	8,301,643
Total Adjusted Debt Outstanding	2,572,486	3,066,590	3,173,573	3,539,756	3,850,540	4,157,639	4,464,822	4,772,005	5,079,188	5,386,371	5,693,554	6,000,737
Incremental Total Debt Allowable under covenant	3,971,307	3,500,303	4,278,070	4,011,887	3,781,103	3,564,004	3,351,821	3,139,638	2,927,455	2,715,272	2,503,089	2,290,906
Phase I Financial Covenants (cont)												
6. Maximum Consolidated Senior Secured Debt to Gross PP&E												
Adjusted Senior Secured Debt (A+B)	633,762	810,960	810,960	810,960	810,960	810,960	810,960	810,960	810,960	810,960	810,960	810,960
Gross PP&E	2,572,486	3,066,590	3,173,573	3,539,756	3,850,540	4,157,639	4,464,822	4,772,005	5,079,188	5,386,371	5,693,554	6,000,737
- Leased	248,068	296,136	296,136	296,136	296,136	296,136	296,136	296,136	296,136	296,136	296,136	296,136
- Non Fiber Capital Leases	38,734	55,247	55,247	55,247	55,247	55,247	55,247	55,247	55,247	55,247	55,247	55,247
Adjusted Gross PP&E	2,285,684	2,715,207	2,822,190	3,188,373	3,499,257	3,806,256	4,113,439	4,420,622	4,727,805	5,034,988	5,342,171	5,649,354
Adjusted Sr. Secured Debt/Adjusted Gross PP&E	27.9%	29.9%	28.8%	25.4%	23.2%	21.3%	19.7%	18.6%	17.0%	15.8%	14.6%	13.3%
Cashless	30.0%	30.0%	30.0%	30.0%	30.0%	30.0%	30.0%	30.0%	30.0%	30.0%	30.0%	30.0%
Cashless	22.1%	12.3%	14.2%	11.2%	9.5%	8.1%	6.9%	6.0%	5.2%	4.5%	3.8%	3.1%
Maximum Sr. Secured Debt allowable under covenant	1,134,782	1,168,280	1,228,992	1,241,123	1,249,417	1,257,711	1,266,005	1,274,299	1,282,593	1,290,887	1,299,181	1,307,475
Total Adjusted Senior Secured Debt Outstanding	633,762	810,960	810,960	810,960	810,960	810,960	810,960	810,960	810,960	810,960	810,960	810,960
Incremental SSD Allowable under covenant	501,020	357,320	418,032	430,163	438,457	446,751	455,045	463,339	471,633	479,927	488,221	496,515
Phase I Financial Covenants (cont)												

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Confidential

Winstar Communications, Inc.

	2000			2001			2002		
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1
Z. Minimum Hub									
Hubs - Domestic	148	165	165	185	205	205	225	245	265
Total Hubs	148	165	165	185	205	205	225	245	265
Coverage									
Coverage %	142	159	159	175	190	190	204	219	234
Coverage #	4%	4%	4%	5%	7%	7%	9%	11%	12%
Coverage #	6	6	6	10	15	15	21	26	31
A. Minimum Buildings									
Buildings - Domestic	3,124	3,050	3,050	3,557	5,057	5,057	6,537	8,056	9,556
Other "On-Net" Buildings	945	945	945	1,223	1,822	1,822	2,422	3,022	3,622
Total Buildings	3,124	3,995	3,995	4,780	6,879	6,879	8,959	11,078	13,178
Coverage Amount									
Coverage %	2,322	3,570	3,570	4,477	5,981	5,981	7,366	8,785	10,147
Coverage #	15.7%	16.9%	16.9%	8.3%	13.4%	13.4%	12.4%	11.6%	11.1%
Coverage #	802	675	675	403	928	928	1,043	1,154	1,261

Phase II Financial Covenants

1. Consolidated Senior Debt to Consolidated Annualized EBITDA (C1.02)

EBITDA	A	B	C	D	E	F	G	H	I/B
Annualized EBITDA (A*)	(24,315)	(97,258)	(102,552)	(102,552)	(102,552)	(102,552)	(102,552)	(102,552)	(102,552)
Bank Debt	1,150,000	1,150,000	1,150,000	1,150,000	1,150,000	1,150,000	1,150,000	1,150,000	1,150,000
Leases	248,068	248,068	248,068	248,068	248,068	248,068	248,068	248,068	248,068
Non-Financial Capital Leases	39,724	39,724	39,724	39,724	39,724	39,724	39,724	39,724	39,724
Total Senior Debt (C+D+E)	1,427,802	1,437,802	1,437,802	1,437,802	1,437,802	1,437,802	1,437,802	1,437,802	1,437,802
- Cash Balances (> \$50M)	516,235	516,235	516,235	516,235	516,235	516,235	516,235	516,235	516,235
Adjusted Senior Debt (F-G)	911,567	921,567	921,567	921,567	921,567	921,567	921,567	921,567	921,567
Adjusted Senior Debt/Annualized EBITDA	3.75	3.75	3.75	3.75	3.75	3.75	3.75	3.75	3.75
Coverage									
Coverage	1.47	1.47	1.47	1.47	1.47	1.47	1.47	1.47	1.47
Coverage #	1.47	1.47	1.47	1.47	1.47	1.47	1.47	1.47	1.47
Incremental Debt Availability									

2. Consolidated Total Debt to Consolidated Annualized EBITDA (C1.03)

Total Senior Debt (C+D+E)	F	G	H	I	J	K	L	M	N/B
Total Senior Debt	1,427,802	1,437,802	1,437,802	1,437,802	1,437,802	1,437,802	1,437,802	1,437,802	1,437,802
Total Debt (F+I)									
Total Debt	3,088,974	3,128,974	3,128,974	3,128,974	3,128,974	3,128,974	3,128,974	3,128,974	3,128,974
- Cash Balances (> \$50M)	516,235	516,235	516,235	516,235	516,235	516,235	516,235	516,235	516,235
Adjusted Total Debt (J-K)	2,572,739	2,612,739	2,612,739	2,612,739	2,612,739	2,612,739	2,612,739	2,612,739	2,612,739
EBITDA									
Annualized EBITDA (A*)	(24,315)	(97,258)	(102,552)	(102,552)	(102,552)	(102,552)	(102,552)	(102,552)	(102,552)
Adjusted Total Debt/Annualized EBITDA	107.4	107.4	107.4	107.4	107.4	107.4	107.4	107.4	107.4

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Siemens ICN 02219

Confidential

Winstar Communications, Inc.

	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Covenant											
Cashless											
Incremental Debt Availability											
Phase II Financial Covenants (con't)											
1. Consolidated EBITDA to Consolidated Cash Interest Expense (01.01)											
Interest Expense - Bank	0	29,067	31,594	34,122	34,122	34,122	34,122	34,122	34,122	34,122	34,122
Interest Expense - Locust	0	6,667	13,314	16,021	16,021	16,021	16,021	16,021	16,021	16,021	16,021
Interest Expense - Non Fiber Cap Leases	1,006	1,006	768	2,372	2,372	2,372	2,372	2,372	2,372	2,372	2,372
Interest Expense - Public Debt & Def Fin Costs	71,989	57,802	52,642	51,692	51,692	51,692	51,692	51,692	51,692	51,692	51,692
Consolidated Interest Expense (net of fiber cap lease)	71,995	59,475	54,414	53,756	53,756	53,756	53,756	53,756	53,756	53,756	53,756
- Non Cash Interest net. Def Fin Costs	22,512	23,239	21,916	24,103	24,103	24,103	24,103	24,103	24,103	24,103	24,103
Total Adjusted Interest Expense (L+M)	94,507	82,714	76,330	77,859	77,859	77,859	77,859	77,859	77,859	77,859	77,859
Last Twelve Month Adj. Int. Exp. (current + prior 3 qtrs)			343,727	286,453	328,833	358,931	388,363	421,613	448,727	489,458	489,664
EBITDA											
Last Twelve Month EBITDA (current + prior 3 qtrs)			(24,315)	(25,638)	(25,638)	(25,638)	(25,638)	(25,638)	(25,638)	(25,638)	(25,638)
Last Twelve Month EBITDA/Last Twelve Month Interest											
Covenant											
Cashless											
4. Consolidated EBITDA to Consolidated Debt Service (01.01)											
Total Adjusted Interest Expense (see above)											
+ Equipment Lease Payments											
+ Debt Equipment - Bank											
+ Debt Equipment - Locust											
Total Adjusted Debt Service (N+Q+R+S)											
Last Twelve Month Debt Service (current + prior 3 qtrs)											
EBITDA											
Last Twelve Month EBITDA (current + prior 3 qtrs)											
Last Twelve Month EBITDA/Last Twelve Month Debt Svc											
Covenant											
Cashless											
Phase II Financial Covenants (con't)											
5. Maximum Capital Expenditures											
Capital Expenditures											
+ Lease Acquisitions											
+ Fiber Lease Payments											
+ Fiber Lease Additions											
Adjusted Capital Expenditures											
Adjusted Last Twelve Months Capital Expenditures											

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Siemens ICN 02220

Confidential

Winter Communications, Inc.

Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
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Covered
Cables %
Cables \$

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Siemens ICN 02221

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Confidential

Winstar Communications, Inc.		2000	2004	2005	2006	2007	2008	2009
		Q4	Q4	Q4	Q4	Q4	Q4	Q4
Phase I Financial Covenants								
1. Minimum EBITDA Less Minimum PBITDA								
EBITDA		234,136	331,925	434,651	494,231	522,070	552,124	587,366
Covenant								
3 Cashes								
2. Minimum Revenue								
Revenue		620,456	797,459	983,663	1,108,101	1,189,069	1,218,316	1,302,989
Covenant								
% Cashes								
3 Cashes								
3. Maximum Capital Expenditures								
Capital Expenditures								
+ Leases Acquisitions								
+ Fiber Lease Payments								
+ Fiber Lease Additions								
Adjusted Capital Expenditures								
Adjusted Last Twelve Months Capital Expenditures								
Covenant								
Cashes %								
Cashes \$								

None

Phase I Financial Covenants (con't)									
4. Maximum Consolidated Senior Secured Debt (SSD) to Total Capitalization (TC)									
Calculation:									
Bank Debt									
+ Cash Balances (P \$50MM)									
Adjusted Senior Secured Debt (A+B)									
Leases									
Non Fiber Capital Leases									
Total Other Sr. Debt (D+E)									
Total Public Debt									
Total Adjusted Debt (C+F+G)									

Confidential

Winstar Communications, Inc.

	2003	2004	2005	2006	2007	2008	2009
	Q4	Q4	Q4	Q4	Q4	Q4	Q4

APIC (100 - 65000) incl. Common Stock at Par, Series D and other Preferreds

Equity Issuances

Positive Retained Earnings

Total Equity (H+K+L)

Total Adjusted Total Capital (H+M)

Carroll:

Adjusted Senior Secured Debt/Adjusted TC

Covenant

Cushion

Maximum Adj. Sr. Secured Debt allowable under covenant

Total Adj. Senior Secured Debt Outstanding

Incremental Sr. Secured Debt Allowable under covenant

Phase I Financial Covenants (con't)

5. Maximum Consolidated Total Debt (TD) to Total Capitalization

Total Adjusted Debt (C+D+G)

Total Adjusted Capital (H+M)

Adjusted TD/Adjusted TC

Covenant

Cushion

Maximum Total Debt allowable under covenant

Total Adjusted Debt Outstanding

Incremental Total Debt Allowable under covenant

6. Maximum Consolidated Senior Secured Debt to Gross PP&E

Adjusted Senior Secured Debt (A+B)

Gross PP&E

Less:

Non-Fiber Capital Leases

Adjusted Gross PP&E

Adjusted Sr. Secured Debt/Adjusted Gross PP&E

Covenant

Cushion

Maximum Sr. Secured Debt allowable under covenant

Total Adjusted Senior Secured Debt Outstanding

Incremental SSD Allowable under covenant

Phase I Financial Covenants (con't)

I	3,355,631	3,475,631	3,718,028	4,266,500	5,004,748	5,922,690	6,894,613
K	30,000	30,000	30,000	30,000	30,000	30,000	30,000
L	3,385,631	3,505,631	3,748,028	4,296,500	5,034,748	5,952,690	6,924,613
M	8,146,200	8,030,903	7,649,716	7,144,659	7,864,995	8,503,099	9,372,597

CN

H

N

HN

C

O

D

E

P

CP

C	4,836,392	5,102,175	5,343,277	5,599,506	5,831,483	6,010,699	6,305,341
O	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
D	244,639	97,925	12,838	12,838	12,838	12,838	12,838
E	3,591,753	4,004,250	4,330,448	5,586,018	5,817,596	6,066,311	6,297,453

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Siemens ICN 02223

Confidential

Winstar Communications, Inc.	2003	2004	2005	2006	2007	2008	2009
	Q4	Q4	Q4	Q4	Q4	Q4	Q4

2. Multistate Field							
Field - Domestic							
Total Field	270	270	270	270	270	270	270

Coverage	270	270	270	270	270	270	270
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Cashless %							
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Cashless #							
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3. Midstream Buildings							
Buildings - Domestic							
Other "On-Net" Buildings							
Total Buildings	11,453	11,851	12,250	12,648	13,046	13,445	13,843

Coverage Amount	0%	0%	0%	0%	0%	0%	0%
Cashless %	11,453	11,851	12,250	12,648	13,046	13,445	13,843

Cashless #							
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Phase II Financial Covenants

1. Capital St. Debt to Capital Annualized EBITDA (0.10)

EBITDA	A	234,136	331,925	431,651	494,251	522,070	552,124	587,366
Annualized EBITDA (A*)	B	936,540	1,327,698	1,726,604	1,977,004	2,088,281	2,208,497	2,349,464
Bank Debt	C	1,350,000	1,242,500	1,033,250	722,750	-	-	-
Lease	D	1,000,000	1,000,000	500,000	-	-	-	-
Non-Fixed Capital Lease	E	244,632	97,925	22,821	13,818	13,818	13,818	13,818
Total Senior Debt (C+D+E)	F	2,594,632	2,340,425	1,556,071	736,568	13,818	13,818	13,818
Cash Balance (> \$50M)	G	305,342	409,435	315,601	661,435	1,303,616	2,321,669	4,006,461
Adjusted Senior Debt (F-G)	H	2,289,290	1,930,990	1,240,470	74,133	-	-	-
Adjusted Senior Debt/Annualized EBITDA	H/B	2.44	1.45	0.67	0.04	-	-	-
Covenant		4.00	3.50	3.50	3.50	3.50	3.50	3.50
Cashless		1.56	2.05	2.83	3.46	3.50	3.50	3.50
Incremental Debt Availability		1,456,873	2,715,954	4,914,437	6,844,330	7,302,994		

2. Capital Total Debt to Capital Annualized EBITDA (0.10)

Total Senior Debt (C+D+E)	F	2,594,632	2,340,425	1,556,071	736,568	13,818	13,818	13,818
Total Public Debt	I	2,471,361	2,594,282	2,633,572	2,633,572	2,633,572	2,633,572	2,633,572
Total Debt (F+I)	J	5,066,000	4,934,707	4,189,643	3,370,140	2,647,430	2,322,435	2,322,435
Cash Balance (> \$50M)	G	305,342	409,435	315,601	661,435	1,303,616	2,321,669	4,006,461
Adjusted Total Debt (J-G)	K	4,760,658	4,525,272	3,874,042	2,708,705	1,343,814		
EBITDA	A	234,136	331,925	431,651	494,251	522,070	552,124	587,366
Annualized EBITDA (A*)	B	936,540	1,327,698	1,726,604	1,977,004	2,088,281	2,208,497	2,349,464
Adjusted Total Debt/Annualized EBITDA	K/B	5.08	3.41	2.19	1.37	0.64		

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Winstar Communications, Inc.

	2003	2004	2005	2006	2007	2008	2009
	Q4	Q4	Q4	Q4	Q4	Q4	Q4
Covenant	9.00	6.00	5.00	5.00	9.00		
Cashless	3.92	2.50	2.81	3.63	4.36		
Incremental Debt Availability	3,664,325	3,440,917	4,889,010	7,176,303	9,097,602		
Phase II Financial Covenants (cont'd)							
3. Capital EBITDA to Capital Cash Interest Expense (Q1:Q3)							
Interest Expense - Bank	34,122	32,173	27,610	20,578	821	0	0
Interest Expense - Lessor	24,975	24,875	16,797	3,559	0	0	0
Interest Expense - Non Fiber Cap Lease	7,684	3,208	824	0	0	0	0
Interest Expense - Public Debt & Def Fin Costs	83,386	82,258	94,813	98,800	104,634	101,987	111,006
Consolidated Interest Expense (net of fiber cap lease)	154,067	152,010	139,969	122,568	109,455	101,987	111,006
- Non Cash Interest Incl. Def Fin Costs	32,021	2,882	1,662	885	732	252	0
Total Adjusted Interest Expense (L+M)	118,567	148,729	137,908	121,703	104,703	101,235	111,006
Last Twelve Month Adj. Int. Exp. (current + prior 3 qtrs)	488,401	559,069	574,228	511,494	436,066	404,994	430,066
EBITDA	234,136	331,925	434,651	494,251	522,070	552,124	587,266
Last Twelve Month EBITDA (current + prior 3 qtrs)	780,549	1,061,349	1,581,834	1,907,235	2,038,969	2,151,288	2,390,888
Last Twelve Month EBITDA/Last Twelve Month Interest	1.63	2.11	3.75	3.73	4.68		
Covenant	0.75	1.25	1.75	2.25	2.50		
Cashless	0.88	0.86	1.00	1.48	2.18		
4. Capital EBITDA to Capital Debt Service (Q1:Q3)							
Total Adjusted Interest Expense (see above)	118,567	148,729	137,908	121,703	104,703	101,235	111,006
+ Equipment Lease Payments	49,181	29,667	12,003	0	0	0	0
+ Debt Repayments - Bank	66,750	119,813	178,875	65,000	0	0	0
+ Debt Repayments - Lessor	0	23,000	125,000	125,000	0	0	0
Total Adjusted Debt Service (N+Q+R+S)	224,397	292,208	443,786	311,703	104,703	101,235	111,006
Last Twelve Month Debt Service (current + prior 3 qtrs)	773,459	915,830	1,459,834	1,743,187	436,066	404,994	430,066
EBITDA	234,136	331,925	434,651	494,251	522,070	552,124	587,266
Last Twelve Month EBITDA (current + prior 3 qtrs)	780,549	1,061,349	1,581,834	1,907,235	2,038,969	2,151,288	2,390,888
Last Twelve Month EBITDA/Last Twelve Month Debt Svc	1.01	1.29	1.08	1.09	4.68		
Covenant	1.50	1.00	1.60	1.00	1.00		
Cashless	0.01	0.29	0.68	0.09	3.68		
Phase II Financial Covenants (cont'd)							
5. Maximum Capital Expenditures							
Capital Expenditures	60,582	59,720	75,712	57,370	55,981	56,047	
+ License Acquisitions							
+ Fiber Lease Payments	33,365	33,365	33,365	7,895	7,895	7,895	7,895
+ Fiber Lease Additions							
Adjusted Capital Expenditures	93,947	93,085	115,148	65,765	64,876	63,942	7,895
Adjusted Last Twelve Months Capital Expenditures	399,243	374,263	390,090	271,648	280,797	254,329	31,581

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Winstar Communications, Inc.

2003	2004	2005	2006	2007	2008	2009
Q4	Q4	Q4	Q4	Q4	Q4	Q4

Capital	400,000	400,000	400,000	400,000	400,000	400,000
Cashless %	0.3%	6.8%	2.5%	47.2%	42.5%	
Cashless \$	757	15,437	9,910	138,333	119,203	

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Winstar Communications, Inc.
Key Assumptions / Drivers

	Amount	Rate	Fees & Expenses - %	Fees & Expenses - \$M
General Information				
Minimum Cash	100,000	8.75%		
Lucant Line Limit	1,000,000	10.75%	3.00%	\$30,000
Revolver	Unlimited	10.50%		
Bank Facility				
Bank Line Limit	1,350,000	10.50%		
Term Loan C	200,000	10.60%	2.13%	\$24,438
Series H Preferreds				
Dollars Raised	270,000	12.50%	1.50%	\$4,050
Second Round Financing				
Cash Pay '11	550,000	12.50%	2.50%	\$13,750
Equity Raised	550,000		1.50%	\$8,250
DSPP Proceeds (until Q4 2008)	30,000		0.00%	\$0
Third Round Financing				
Cash Pay '15	0	12.50%	2.50%	\$0
Equity Raised	0		1.50%	\$0

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Winstar Communications, Inc.
Annual Consolidated Summary Sheet

	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009
Revenues	\$708,840	\$994,406	\$1,576,083	\$2,202,891	\$2,898,826	\$3,620,393	\$4,243,467	\$4,584,785	\$4,929,975	\$5,335,825
Gross Profit	337,980	520,632	939,757	1,435,754	1,991,413	2,552,488	3,019,534	3,245,530	3,457,243	3,702,113
EBITDA	(85,199)	67,335	407,218	783,549	1,183,349	1,581,834	1,907,235	2,038,969	2,151,288	2,280,888
Depreciation & Amortization	320,598	452,050	524,617	560,498	585,930	611,526	635,625	659,959	661,476	684,909
EBIT	(405,797)	(384,714)	(117,399)	223,052	596,419	970,308	1,271,610	1,379,010	1,489,811	1,595,979
Interest Expense	345,511	530,474	646,680	659,203	647,595	611,790	539,594	462,549	430,511	451,655
Cash Interest Expense	309,448	430,871	554,671	552,856	524,674	572,540	539,594	462,549	430,511	451,655
Net Income to Common	(728,522)	(1,074,949)	(1,620,147)	(556,139)	(183,000)	220,096	590,217	781,632	903,087	809,499
Total Assets	\$4,789,697	\$6,028,396	\$5,680,480	\$5,412,350	\$5,385,561	\$5,148,698	\$5,169,801	\$5,482,377	\$6,397,550	\$7,582,267
Cash and Equivalents	521,238	1,009,454	477,280	355,342	459,435	435,601	711,435	1,353,616	2,571,669	4,096,461
Total Debt	4,027,022	5,313,986	5,506,135	5,436,137	5,207,536	4,348,286	3,512,960	2,781,992	2,440,683	2,430,673
Preferred Equity	200,046	200,046	200,001	200,001	200,001	200,001	200,001	200,001	200,001	200,001
Common Equity	(77,778)	(306,695)	(910,973)	(1,203,792)	(1,113,108)	(609,055)	156,832	1,127,082	2,293,114	3,381,427
Funds From Operations (FFO)	(549,173)	(\$244,452)	(\$103,767)	\$256,133	\$680,801	\$1,026,517	\$1,394,569	\$1,622,681	\$1,819,189	\$1,764,789
Net Working Capital	29,240	9,502	50,804	53,233	70,199	84,997	86,752	78,627	59,998	34,913
Capital Expenditures	1,133,592	981,857	499,819	245,333	265,782	241,102	256,629	231,577	249,216	224,642
Free Cash Flow	(2,210,173)	(1,367,145)	(752,268)	(65,594)	335,616	754,666	1,111,180	1,372,129	1,559,360	1,534,804
Cumulative Free Cash Flow	(2,210,173)	(3,577,317)	(4,329,585)	(4,395,179)	(4,059,563)	(3,304,897)	(2,193,717)	(820,588)	738,772	2,272,576
FINANCIAL RATIOS										
Revenue Growth	59.8%	40.3%	38.5%	39.8%	31.6%	24.9%	17.2%	8.0%	7.5%	8.2%
Gross Margin	47.7%	52.4%	59.6%	65.2%	68.7%	70.5%	71.2%	70.8%	70.1%	69.4%
EBITDA Margin	(12.0%)	6.8%	25.8%	35.6%	40.8%	43.7%	44.9%	44.5%	43.6%	42.7%
EBIT Margin	(57.2%)	(38.7%)	(7.4%)	10.1%	20.6%	26.8%	30.0%	30.1%	30.2%	29.9%
Net Income Margin	(131.0%)	(103.1%)	(54.6%)	(25.2%)	(6.3%)	6.1%	13.9%	17.0%	19.5%	16.3%
EBIT / Average Assets	(10.4%)	(7.1%)	(2.0%)	4.0%	11.0%	18.4%	24.6%	25.9%	25.1%	22.8%
Net Income / Average Common Equity	N/M	N/M	N/M	N/M	N/M	N/M	(261.0%)	121.8%	56.3%	30.6%
CapEx / Revenues	1.6x	1.0x	0.3x	0.1x	0.1x	0.1x	0.1x	0.1x	0.1x	0.0x
CapEx / Depreciation & Amortization	353.6%	217.2%	95.3%	43.8%	45.4%	39.4%	40.4%	35.1%	37.7%	32.8%
Debt / Capitalization	97.1%	102.0%	114.8%	122.6%	121.3%	110.4%	90.8%	67.7%	49.5%	40.4%
EBITDA / Gross Int Exp	(24.7%)	12.7%	63.0%	118.9%	102.6%	258.6%	N/M	N/M	N/M	N/M
EBITDA / Gross Cash Int Exp	(22.5%)	14.9%	73.4%	141.7%	225.3%	276.3%	N/M	N/M	N/M	N/M
FFO / Gross Int Expense	(142.2%)	(46.1%)	(16.4%)	38.9%	103.1%	169.4%	N/M	N/M	N/M	N/M
(EBITDA - CapEx) / Gross Interest Expense	(352.7%)	(172.4%)	(14.3%)	81.6%	141.5%	219.1%	N/M	N/M	N/M	N/M
Debt / FFO	N/M	N/M	N/M	N/M	764.9%	419.5%	251.2%	171.4%	134.2%	137.7%
Debt / EBITDA	N/M	N/M	N/M	N/M	440.4%	274.9%	184.2%	136.4%	113.5%	106.6%

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Winstar Communications, Inc.
EBITDA Contribution Analysis

	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009
Revenue										
Network Channel	\$549,051	\$411,245	\$1,352,766	\$1,740,129	\$2,304,768	\$2,652,785	\$3,164,218	\$3,281,221	\$3,321,420	\$3,335,835
Professional Services	31,660	40,829	60,916	90,002	103,976	140,819	189,290	250,083	322,463	441,999
Web Hosting/ASP	8,297	48,809	117,912	297,863	301,914	412,817	535,144	691,687	854,976	1,094,813
New Media	102,923	80,594	135,200	179,235	224,935	253,822	323,525	371,795	433,593	478,022
Total Revenue	\$780,840	\$580,478	\$1,676,893	\$2,207,231	\$2,735,691	\$3,460,243	\$4,242,187	\$4,404,786	\$4,630,452	\$4,950,679
COR										
Network Channel	\$249,351	\$306,452	\$448,521	\$533,232	\$607,288	\$693,473	\$761,516	\$769,103	\$767,765	\$768,210
Professional Services	20,549	28,338	30,736	48,432	63,491	83,890	111,291	147,008	184,517	237,514
Web Hosting/ASP	8,400	21,173	44,860	65,839	69,361	116,834	149,768	197,685	237,481	302,091
New Media	94,536	85,811	88,269	117,613	147,253	173,902	219,238	246,258	282,890	317,899
Total COR	\$372,836	\$442,773	\$571,386	\$765,137	\$827,413	\$1,068,099	\$1,241,303	\$1,309,255	\$1,478,732	\$1,625,712
Margin	52.3%	47.6%	40.4%	34.6%	31.3%	29.6%	29.6%	29.2%	29.6%	30.6%
Ones Profit										
Network Channel	\$275,700	\$457,723	\$706,248	\$1,204,897	\$1,559,478	\$2,102,290	\$2,442,702	\$2,522,118	\$2,583,853	\$2,597,646
Professional Services	11,231	15,391	23,260	31,910	42,183	57,069	78,849	103,073	137,907	184,481
Web Hosting/ASP	2,485	21,435	73,932	137,124	212,133	294,179	383,368	492,801	614,818	762,822
New Media	48,965	28,073	47,181	51,121	77,415	99,021	119,487	125,537	140,964	157,169
Total Ones Profit	\$337,381	\$522,622	\$850,553	\$1,425,052	\$1,891,811	\$2,552,559	\$2,962,534	\$3,243,530	\$3,457,542	\$3,702,113
Margin	47.7%	52.4%	69.6%	68.2%	68.7%	70.6%	71.2%	70.9%	70.1%	69.4%
SG&A										
Network Channel	\$153,678	\$173,259	\$244,200	\$316,180	\$410,191	\$501,802	\$564,214	\$583,995	\$597,999	\$611,377
Professional Services	12,450	13,511	18,143	19,649	24,039	29,452	37,255	47,255	59,829	76,349
Web Hosting/ASP	4,377	17,269	34,666	55,768	79,784	103,847	128,587	170,977	211,048	283,076
New Media	33,265	41,414	50,382	62,278	74,348	84,865	102,821	117,643	134,094	161,828
Unallocated SG&A	220,610	207,764	197,119	199,322	220,702	237,471	271,261	285,952	322,019	319,735
Total SG&A	\$424,380	\$453,267	\$534,510	\$615,193	\$709,064	\$837,457	\$1,117,299	\$1,206,881	\$1,303,959	\$1,421,225
Margin	59.7%	49.6%	33.6%	29.6%	27.9%	29.6%	26.2%	26.3%	26.6%	26.6%
EBITDA										
Network Channel	\$122,121	\$334,474	\$351,935	\$465,717	\$1,248,268	\$1,007,287	\$1,878,328	\$1,839,122	\$1,965,868	\$1,986,268
Professional Services	(1,219)	1,680	7,137	11,222	18,466	27,241	39,442	55,820	79,038	106,002
Web Hosting/ASP	(1,892)	4,065	38,268	81,240	132,346	193,031	232,789	322,824	402,722	499,742
New Media	18,300	(15,240)	(3,101)	(107)	3,067	5,036	7,337	7,884	9,600	5,641
Unallocated EBITDA	(220,510)	(207,744)	(197,119)	(199,322)	(220,702)	(237,471)	(271,261)	(285,952)	(322,019)	(319,735)
Total EBITDA	(83,189)	\$87,335	\$407,219	\$743,548	\$1,182,348	\$1,051,834	\$2,026,235	\$2,038,819	\$2,181,218	\$2,270,816
Margin	(17.0%)	9.0%	26.6%	35.6%	40.6%	43.7%	44.6%	44.6%	43.6%	42.7%

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Winstar Communications, Inc.
Annual Consolidated Income Statement

	For Year Ended December 31,									
	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009
Revenue										
Core Telecom	\$990,093	\$694,940	\$1,430,270	\$2,023,156	\$2,874,158	\$3,356,570	\$3,920,642	\$4,212,991	\$4,503,982	\$4,880,769
Non-Core	15,825	8,602	2,424	0	0	0	0	0	0	0
Total Telecom	\$605,918	\$703,542	\$1,440,694	\$2,023,156	\$2,874,158	\$3,356,570	\$3,920,642	\$4,212,991	\$4,503,982	\$4,880,769
New Media	102,023	90,364	135,390	179,735	224,666	263,872	322,825	371,765	423,993	476,062
Total Revenue	\$707,940	\$894,406	\$1,576,083	\$2,202,891	\$3,098,825	\$3,620,442	\$4,243,467	\$4,584,756	\$4,927,975	\$5,356,831
Cost of Revenue										
Core Telecom	\$309,855	\$405,532	\$647,099	\$649,524	\$760,161	\$894,003	\$1,011,695	\$1,092,997	\$1,169,732	\$1,316,916
Non-Core	6,846	2,720	1,018	0	0	0	0	0	0	0
Total Telecom	\$316,701	\$408,252	\$648,117	\$649,524	\$760,161	\$894,003	\$1,011,695	\$1,092,997	\$1,169,732	\$1,316,916
New Media	54,358	64,511	86,209	117,613	147,253	173,902	212,338	246,268	282,999	317,898
Total COR	\$371,059	\$472,763	\$734,328	\$767,137	\$907,413	\$1,067,905	\$1,223,933	\$1,339,266	\$1,452,731	\$1,634,814
Gross Profit	\$337,880	\$421,643	\$841,755	\$1,435,754	\$1,191,412	\$2,552,537	\$3,019,534	\$3,245,490	\$3,457,243	\$3,722,015
SG&A Expense										
Telecom	\$300,915	\$411,843	\$482,258	\$569,076	\$734,096	\$885,769	\$1,009,669	\$1,088,878	\$1,171,862	\$1,269,600
New Media	32,265	41,416	50,282	82,228	74,368	84,985	102,830	117,693	134,094	151,826
Total SG&A	\$433,180	\$453,259	\$532,540	\$651,304	\$808,464	\$970,754	\$1,112,500	\$1,206,561	\$1,305,956	\$1,421,426
EBITDA										
Telecom	\$1,014,099	\$422,076	\$410,319	\$783,658	\$1,178,302	\$1,578,788	\$1,899,378	\$2,001,116	\$2,144,388	\$2,275,347
New Media	16,300	(16,340)	(3,101)	(107)	3,047	5,036	7,857	7,954	6,900	5,541
Total EBITDA	\$438,199	\$387,393	\$407,218	\$783,551	\$1,181,349	\$1,583,824	\$1,907,235	\$2,009,069	\$2,151,288	\$2,280,888
Depreciation	\$268,251	\$381,927	\$454,484	\$490,375	\$518,806	\$541,403	\$565,502	\$590,808	\$614,869	\$638,422
Amortization	52,346	70,123	70,123	70,123	70,123	70,123	70,123	69,273	46,467	46,467
EBIT	\$403,797	\$336,346	\$317,399	\$223,053	\$592,419	\$972,300	\$1,271,610	\$1,379,010	\$1,489,951	\$1,595,979
Interest (Income)										
Interest Exp - Existing and New Debt	(\$34,212)	(\$24,522)	(\$39,801)	(\$23,753)	(\$21,439)	(\$25,535)	(\$23,871)	(\$53,769)	(\$106,732)	(\$190,169)
Interest Exp - Capitalized Leases	332,075	475,291	565,547	579,699	592,545	576,940	519,025	439,186	408,001	430,088
Interest Exp (Income) - New Revolver	13,436	55,163	81,134	79,614	55,040	34,850	24,569	23,363	22,510	21,568
Pre-Tax Income	\$711,097	\$886,067	\$724,278	(\$412,398)	(\$29,737)	\$384,054	\$765,887	\$870,260	\$1,166,822	\$1,334,514
Other Income/Expense	16,462	0	0	0	0	0	0	0	0	0
Extraordinary Loss on Debt Extinguishment	(104,804)	0	0	0	0	0	0	0	0	0
Pre-Tax Income After E.I.	\$623,755	\$886,067	\$724,278	(\$412,398)	(\$29,737)	\$384,054	\$765,887	\$870,260	\$1,166,822	\$1,334,514
Income Taxes	(4,641)	0	0	0	0	0	0	0	0	0
Net Income	\$619,114	\$886,067	\$724,278	(\$412,398)	(\$29,737)	\$384,054	\$765,887	\$870,260	\$1,166,822	\$1,334,514
Redemption Premium on Series C Pref	23,968	0	0	0	0	0	0	0	0	0
Preferred Dividends	105,756	134,262	135,869	143,741	153,353	161,959	175,070	188,617	202,945	218,814
Net Income to Common	\$489,390	\$751,805	\$588,409	(\$556,139)	(\$183,090)	\$222,095	\$590,817	\$681,643	\$963,877	\$895,499

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

**LUCENT TECHNOLOGIES INC.,
NINA AVERSANO,
JAY CARTER,
ALICE LESLIE DORN,
WILLIAM PLUNKETT,
JOHN BRATTEN,
DEBORAH HARRIS,
CHARLES ELLIOTT,
VANESSA PETRINI,
MICHELLE HAYES-BULLOCK and
DAVID ACKERMAN,**

Defendants.

Civil Action No.

COMPLAINT

JURY DEMANDED

Plaintiff Securities and Exchange Commission (the "Commission") alleges:

ADDRESSES OF THE PARTIES

1. The address of the Commission is 450 Fifth Street, N.W., Washington, D.C. The principal executive offices of Lucent Technologies Inc. ("Lucent") are located in Murray Hill, New Jersey. Nina Aversano resides in Kinnelon, New Jersey. Jay Carter resides in Far Hills, New Jersey. Alice Leslie Dorn ("Leslie Dorn" or "Dorn") resides in New York, New York. William Plunkett resides in Little Rock, Arkansas. John Bratten resides in Alpharetta, Georgia. Deborah Harris resides in Shaker Heights, Ohio. Charles Elliott resides in Roswell, Georgia. Vanessa Petrini resides in Davidsonville, Maryland. Michelle Hayes-Bullock resides in Orange, New Jersey. David Ackerman resides in McLean, Virginia.



SUMMARY OF ALLEGATIONS

2. Lucent fraudulently and improperly recognized approximately \$1.148 billion dollars of revenue and \$470 million in pre-tax income in violation of Generally Accepted Accounting Principles ("GAAP") during its fiscal year 2000 (October 1, 1999 to September 30, 2000). As a result, Lucent improperly overstated its pre-tax income for its fiscal year 2000 by 16 percent. \$511 million of revenue and \$91 million in pre-tax income were recognized prematurely in quarterly results during Lucent's fiscal year 2000. The remaining \$637 million in revenue and \$379 million in pre-tax income should not have been recognized at all during Lucent's fiscal year 2000. Lucent subsequently adjusted its results by \$679 million in revenue prior to the filing of its Form 10-K for fiscal 2000.

3. Lucent's violations of GAAP were due to the fraudulent and reckless actions of the defendants and were also the result of deficient internal controls that led to numerous accounting errors by others. In their drive to realize revenue, meet internal sales targets and/or obtain sales bonuses, Nina Aversano, Jay Carter, Leslie Dorn, William Plunkett, John Bratten, Deborah Harris, Charles Elliott, Vanessa Petrini, and Michelle Hayes-Bullock, in their respective capacities as officers, executives and employees of Lucent improperly granted, and/or failed to disclose, various side agreements, credits and other incentives (collectively "extra-contractual commitments") to induce Lucent's customers to purchase the company's products. These extra-contractual commitments were made in at least ten transactions in fiscal 2000, and Lucent violated GAAP by recognizing revenue on these transactions both in circumstances: (a)

where it could not be recognized under GAAP; and (b) by recording the revenue earlier than was permitted under GAAP.

4. In carrying out their fraudulent conduct, these officers, executives and employees of Lucent violated and circumvented Lucent's internal accounting controls, falsified documents, hid side agreements with customers, failed to inform personnel in Lucent's corporate finance and accounting structure of the existence of the extra-contractual commitments or, in some instances, took steps to affirmatively mislead them.

5. In addition to the fraudulent conduct by Lucent's own employees, David Ackerman, who at the time was an officer of Winstar Communications Inc. ("Winstar"), engaged in a scheme with William Plunkett that resulted in Lucent misrecording a software purchase by Winstar at the end of Lucent's fourth quarter of fiscal year 2000. His fraud included signing a document that disguised the timing of a side agreement in connection with that sale. By engaging in such conduct, Ackerman aided and abetted Lucent's fraud.

6. In addition to the fraudulent conduct, Lucent improperly recorded other transactions as a result of its failure to maintain a system of internal accounting controls sufficient to provide reasonable assurances that the company's financial statements were prepared in conformity with GAAP.

7. On November 21, 2000, Lucent announced that it had identified a revenue issue impacting \$125 million of revenue in its fourth quarter of fiscal year 2000. Immediately following that announcement, Lucent's stock dropped approximately 16 percent. On December 21, 2000, Lucent announced that it had identified an additional \$554 million in revenue issues and that its fiscal year 2000 revenue would be reduced by

a total of \$679 million. Immediately following that announcement, Lucent's stock dropped by approximately 13 percent. \$637 million of the \$679 million of improperly recognized revenue identified by Lucent is included in the \$1.148 billion dollars of improperly recognized revenue identified in paragraph two above.

JURISDICTION

8. The Commission brings this action pursuant to Section 21(d) of the Securities Exchange Act of 1934 ("Exchange Act") [15 U.S.C. §§ 78u(d)].

9. This Court has jurisdiction over this action pursuant to Sections 21(d) and 27 of the Exchange Act [15 U.S.C. §§ 78u(d) and 78aa].

10. In connection with the transactions, acts, practices, and courses of business described in the complaint, the defendants, directly or indirectly, used the means or instrumentalities of interstate commerce, the mails, or the facilities of a national securities exchange.

THE DEFENDANTS

11. Lucent is a provider of communications networks for the world's largest communications service providers. It designs and provides systems, services and software. Lucent was incorporated in Delaware in November 1995, and was formed from the systems and technology units that were formerly a part of AT&T Corporation ("AT&T") and were spun off by AT&T on September 30, 1996. Lucent's principal executive offices are located at 600 Mountain Avenue, Murray Hill, New Jersey 07974.

12. Lucent is a public company whose securities are registered with the Commission pursuant to Section 12(b) of the Exchange Act and it is required to file

periodic reports with the Commission pursuant to Section 13 of that Act. Lucent's stock trades on the New York Stock Exchange under the symbol LU.

13. Nina Aversano, age 59, was a corporate officer and President of Lucent's North American Sales and Service Provider Networks from 1998 to 2000. For fiscal year 2000, Aversano's area of responsibility accounted for approximately \$26.5 billion, or 78%, of Lucent's total sales.

14. Jay Carter, age 54, was a corporate officer and President of Lucent's AT&T customer business unit from July of 1997 to September of 2000, with global responsibility for sales and marketing of Lucent product to AT&T. From May to September of 2000, Carter reported directly to Aversano.

15. Leslie Dorn, age 57, was Lucent's Vice President of Indirect Sales for North America (distributors) from November 1998 until approximately December 2000, and reported directly to Aversano.

16. John Bratten, age 54, has been Lucent's sales Vice President for the BellSouth region since April 2000.

17. William Plunkett, age 56, was Vice President for Lucent's Emerging Service Provider customer business unit, which included the Winstar account.

18. Deborah Harris, age 48, was sales Vice President for the Winstar account within the Emerging Service Provider customer business unit from August 2000 until October 2001. Harris reported to Plunkett in September 2000.

19. Michelle Hayes-Bullock, age 46, was a Lucent Finance Director with CFO responsibilities for the AT&T customer business unit from January 2000 to January 2001, and reported to Jay Carter through September 2000.

20. Charles J. Elliott, age 61, was a Lucent Senior Manager with contract management responsibility for the BellSouth customer team from 1984 until August 2001.

21. Vanessa Petrini, age 43, was Assistant Vice President for the Winstar Customer Team in September 2000, and reported directly to Harris.

22. David Ackerman, age 59, was an officer of Winstar and Executive Vice President, Business Development and Strategic Planning from June 1994 until January 2001. He was responsible for corporate strategy and business development.

DESCRIPTION OF LUCENT'S FRAUDULENT TRANSACTIONS

23. Lucent knowingly or recklessly filed materially false financial statements with the Commission in Forms 10-Q for the first three quarters of its fiscal year 2000 and in a Form 8-K filed on October 24, 2000 with regard to its fourth quarter results. Lucent knowingly or recklessly misrepresented its revenues and pre-tax income as substantially greater than they were in these filings with the Commission and other public disclosures, including earnings releases and statements by senior management to shareholders. Additionally, Lucent failed to implement sufficient internal controls and procedures to ensure compliance with GAAP.

24. The aggregate impact of the undisclosed accounting actions resulted, among other things, in Lucent:

- a. Overstating its revenue in fiscal year 2000 by over \$1 billion; and
- b. Overstating its pre-tax income in fiscal year 2000 by approximately \$470 million, or 16 percent.

Distributor Transactions
Nina Aversano and Leslie Dorn

25. Starting at least as early as the first quarter of Lucent's fiscal year 2000 (October to December 1999), Aversano and Dorn engaged in a pattern and practice of orally granting Anixter International, Inc. ("Anixter") and Graybar Electric Company ("Graybar") (Lucent's top two distributors) certain rights and privileges beyond those contained in their respective distribution agreements with Lucent. These rights and privileges were granted both directly by Aversano and Dorn, and on occasion through their subordinates. The nature of these rights and privileges was such that it was improper under GAAP for Lucent to recognize revenue at the point of sale to the distributor.

26. While the specific rights and privileges granted to Anixter and Graybar varied from transaction to transaction, the general nature of the agreements was that if these distributors took the product offered by Lucent they would not get hurt in a given transaction; that Lucent would assist them in moving the product to end-customers; and that Lucent would accept a return of the product if sales to the end-customers did not materialize.

27. GAAP, as summarized in FASB Concepts Statement No. 5 ("CON 5"), prohibits recognition of revenue in financial statements unless and until it is realizable and earned. FASB Statement No. 48 ("FAS 48") identifies particular circumstances where claimed revenues may not be recognized because they are not sufficiently realizable or earned. In violation of these standards, Lucent improperly recognized revenue despite substantial evidence that the recorded amount was not realizable or

earned, or in circumstances where significant uncertainties remained regarding whether the amount was realizable and earned.

28. Historically, those uncertainties were properly considered and reflected in Lucent's accounting by recording these transactions as consignment sales, with revenue deferred until resale by the distributor. During Lucent's fiscal year 1999 until the end of its fiscal year 2000, Lucent modified its arrangements and recognized revenue upon delivery to the distributors. By doing so, Lucent violated GAAP in several instances because the extra-contractual commitments resulted in significant uncertainties surrounding those transactions.

29. Specifically, Aversano and Dorn protected the distributors from the substantive risks of a reseller by granting unrestricted product substitutions, pricing concessions, holding cost reimbursements, and remarketing assistance, thereby violating key conditions of revenue recognition in FAS 48 – such as paragraphs 6(a), 6(b), and 6(e). In addition, in violation of another key condition for revenue recognition under FAS 48, Lucent was unable to estimate, or in any case did not estimate, reasonably likely product returns that would occur as a result of the undocumented return rights granted to distributors that went well beyond the product substitution levels stipulated in their distributor contracts.

30. As described above, during Lucent's fiscal year 1999 until the end of its fiscal year 2000, Lucent modified its prior accounting policy and recognized revenue upon delivery to the distributors. This change in accounting policy followed Aversano's request in approximately early 1999 that Anixter assist Lucent in developing an indirect sales model -- sales through distributors -- in the carrier telecommunications space, an

area where Lucent had previously sold its own product directly to end users – a direct sales model. The product lines Aversano sought to shift to an indirect sales model were comprised of sophisticated equipment such as telecommunication switches and optical products that are often manufactured specifically for an end user and are not readily saleable to other customers absent significant modification.

31. A senior Anixter executive told Aversano that Lucent would need to provide significant assistance in connection with the transition to an indirect sales model. Aversano assured the senior Anixter executive that Anixter would not be burdened with the ultimate financial responsibility for those goods taken if the transition to an indirect model was not successful. From the assurances given by Aversano, the senior Anixter executive understood that Anixter would not get stuck with any inventory they took that was targeted to this new market.

32. Consistent with what other Anixter executives were later told by Dorn, Aversano told the senior Anixter executive that if sales did not go through as contemplated, Lucent would substitute the product that Anixter bought for another product that its customer might need, Lucent would find other customers for Anixter to sell the Lucent product to and, if that did not work, Lucent would take the product back.

33. In addition to the broad assurances given by Aversano to Anixter as described above, Aversano and Dorn also gave explicit extra-contractual assurances in connection with specific sales transactions. The transactions in which Aversano and Dorn granted Anixter and Graybar rights and privileges beyond those contained in their respective distribution agreements with Lucent include: (1) the sale to Anixter of approximately \$335 million of product over the course of Lucent's fiscal years 1999 and

2000 for resale to MCI/Worldcom; (2) the sale to Anixter of approximately \$38 million of 400G optical networking product at the end of Lucent's first quarter of fiscal year 2000; (3) the sale to Anixter of \$89 million of product over the course of Lucent's second and third quarters of fiscal year 2000 for resale to ICG Communications, Inc. ("ICG"); (4) the sale to Graybar of approximately \$250 million of product over the course of Lucent's first through third quarters of fiscal year 2000 for resale to U.S. West Communications, Inc. ("U.S. West"); and (5) the sale to Graybar of approximately \$61 million of optical networking product in Lucent's third quarter of fiscal 2000 for resale to three competitive local exchange carriers identified by Lucent.

34. Despite the fact that Aversano and Dorn knew, or were reckless in not knowing, that the verbal agreements entered into in connection with these transactions made revenue recognition improper under GAAP, they nevertheless failed to inform Lucent's CFO structure of the existence of those agreements. Moreover, on some occasions Aversano and Dorn affirmatively misrepresented facts to members of Lucent's CFO structure.

The Fourth Quarter Sale

35. The representations and misrepresentations Aversano and Dorn made in connection with the sale of approximately \$110 million of product to Anixter at the end of Lucent's fourth quarter in September 2000 ("Fourth Quarter Sale") are typical of their pattern and practice described above. This sale is a portion of the \$335 million of product sold to Anixter over the course of Lucent's fiscal years 1999 and 2000 for resale to MCI/Worldcom as described above.

36. In connection with the Fourth Quarter Sale, a senior Anixter executive told Aversano and Dorn that the exposure was too great on Anixter's part to take on any more Lucent product without additional assurances that Anixter would be able to redeploy the inventory to customers other than MCI/Worldcom, or that Anixter could return the product if necessary. In the presence of Dorn, Aversano assured the senior executive that this would not be an issue and that Lucent would not let Anixter down. In June 2000, in response to similar concerns expressed by Anixter executives in connection with an approximately \$122 million dollar sale at the end of Lucent's third quarter of fiscal year 2000, Aversano gave similar assurances to Anixter executives in the presence of Dorn. As with the Fourth Quarter Sale, the product sold to Anixter in Lucent's third quarter was intended for resale to MCI/Worldcom.

37. As part of the negotiations for the Fourth Quarter Sale, another senior Anixter executive requested that Aversano put the right of return for the product in writing. Aversano told him that she could not put it in writing, and instead orally represented to him that Lucent would take the product back if it didn't sell to MCI/WorldCom.

38. While she would not put the right of return in writing, Aversano did execute a Letter of Understanding ("LOU") with Anixter on September 29, 2000 as part of the Fourth Quarter Sale. The LOU provided, among other things, that if after six months Anixter had not sold the equipment, it would have exclusive rights to sell it into certain markets. Lucent's Chief Accountant had seen drafts of the LOU that included provisions that are impermissible from a revenue recognition perspective, and explicitly

told Aversano that she could not agree to include such commitments. A right of return was among the impermissible provisions contained in drafts leading up to the LOU.

39. Lucent's Chief Accountant was concerned about the fact that impermissible provisions had been included in drafts of the LOU, and, therefore, he later specifically asked Aversano if the executed LOU was in fact the entire agreement, and if there was anything else proposed. In response, Aversano falsely told the Chief Accountant that the LOU was indeed the full agreement between the parties, despite the fact that she had made the additional oral representations discussed above.

40. In addition to her false representations to Lucent's Chief Accountant, on October 12, 2000, Aversano knowingly or recklessly executed a management representation letter for the fourth quarter of fiscal year 2000 which, among other things, falsely stated that her area of responsibility had no "(1) agreements to repurchase or accept returns of inventory sold to customers, including distributors, other than for restocking as provided in distributorship agreements or (2) future performance obligations, other than normal warranty obligations, with respect to inventory sold to customers, including distributors." Aversano knew that Lucent's auditor would rely on this false letter in connection with its review of Lucent's fourth quarter 2000 financial statements and in connection with its fiscal year end audit procedures.

41. Dorn also made direct representations and commitments to Anixter executives in connection with the Fourth Quarter Sale and the other sales comprising the \$335 million of product sold to Anixter over the course of Lucent's fiscal years 1999 and 2000 for resale to MCI/Worldcom as described above. Between the mid-first quarter of 1999 through October 2000, Dorn gave assurances to an Anixter executive on multiple

occasions that if a sale did not go through as contemplated, Lucent would substitute the product that Anixter bought for another product that its customer might need, Lucent would find other customers for Anixter to sell the Lucent product to and, if that did not work, Lucent would take the product back. At times, Dorn advised the Anixter executive that she needed to get Aversano's approval before making these commitments to Anixter. In addition, Dorn's assurances reflected the same assurances that Aversano made to an Anixter executive.

42. Despite the numerous extra-contractual commitments made by Aversano and Dorn, when questioned by Lucent's Chief Accountant in the June to July 2000 timeframe, Dorn falsely told him that there were no verbal agreements or side deals that would indicate there were any rights of return above the 5 percent stock balancing provisions noted in the distributor agreement.

43. In the October to November 2000 timeframe, Leslie Dorn acknowledged to a senior Anixter executive that commitments had been made to Anixter, and that if the equipment was not deployable elsewhere, Anixter was not going to have to continue to carry it.

Optical Equipment Sale to Anixter

44. As described above, at the end of Lucent's first quarter of fiscal year 2000, Lucent sold approximately \$38 million of optical equipment to Anixter. In connection with this sale, Dorn represented to multiple Anixter executives that the product would move or that it could be returned to Lucent. Moreover, Dorn explicitly stated in connection with this sale that Aversano had authorized the right of return.

45. Anixter was unable to sell a majority of this material, and Lucent paid holding fees to Anixter until the inventory was ultimately returned to Lucent in September of 2000.

Sales to Anixter for resale to ICG

46. In connection with these sales of product totaling approximately \$89 million as described above, Dorn, at the direction of, or with the knowledge and approval of Aversano, gave an Anixter executive assurances that Anixter would not get hurt in these transactions – including the right to return the product if the sales did not work out. Additionally, Dorn agreed to provide Anixter with a holding fee to compensate Anixter for each day the resale to ICG was delayed beyond the projected resale dates, and to compensate it for any outstanding receivable balances from ICG. Lucent ultimately agreed to make Anixter whole with regard to approximately \$46 million in unpaid receivables it had from ICG.

Sales to Graybar for resale to U.S. West

47. In connection with the over \$250 million in sales to Graybar for resale to U.S. West that occurred over the course of Lucent's first through third quarters of fiscal year 2000 as described above, Dorn made or authorized numerous specific representations to Graybar employees at the direction of, or with the knowledge and approval of Aversano. Similar to representations made to Anixter in connection with the Fourth Quarter Sale, Graybar executives were told by Dorn that the Lucent product would be off Graybar's books by the end of the year (December 31, 2000); that Lucent would reconfigure the Lucent product and arrange its sale to another regional bell

operating company if sales to U.S. West didn't work out; and that Graybar would not get hurt in the transactions.

48. Nearly all of the product that Graybar purchased at the end of Lucent's second and third quarters of fiscal year 2000 was returned by Graybar to Lucent in December of 2000.

Third Quarter Sale to Graybar

49. As with the sales for U.S. West, in connection with the sale of approximately \$61 million of Lucent optical networking product to Graybar at the end of Lucent's third quarter of fiscal year 2000 as described above, Dorn, at the direction of, or with the knowledge and approval of Aversano, represented to a Graybar executive that Graybar would not get hurt in the transaction, and that Lucent would help them sell the product to other customers if the transactions did not work out as contemplated.

50. As presented by Dorn to the Graybar executive, the deal envisioned Graybar reselling Lucent's product to three competitive local exchange carriers that Lucent had already identified. The transactions did not occur, and Graybar ultimately returned the product to Lucent in December 2000.

Effect of Distributor Transactions on Lucent's Reported Financial Results

51. Aversano and Dorn each acted with knowledge or recklessly engaged in the above described fraudulent conduct. As a result of Aversano and Dorn's fraudulent conduct, Lucent violated GAAP by recognizing revenue at the point of sale on these transactions. Aversano and Dorn knew, or were reckless in not knowing, that as a result

of the fraudulent conduct, Lucent filed materially misstated Forms 10-Q with the Commission for the first three quarters of its fiscal year 2000, and that revenue was improperly included in Lucent's October 23, 2000 unaudited financial statements that were filed with the Commission in a Form 8-K on October 24, 2000. In December 2000, Lucent ultimately agreed to take back \$352 million in inventory that Anixter and Graybar had been unable to sell. In total, Aversano and Dorn's fraudulent conduct resulted in Lucent materially overstating its pre-tax income for fiscal year 2000 by approximately 7 percent.

Winstar Software Pool Transaction

William Plunkett, Deborah Harris, Vanessa Petrini, and David Ackerman

52. In September 2000, William Plunkett negotiated, with the assistance of Lucent's Winstar sales team members Deborah Harris and Vanessa Petrini, the sale of \$135 million worth of software in a software pool transaction with David Ackerman of Winstar. The software pool arrangement allowed Winstar to select software by September 29, 2001, and Lucent to recognize \$135 million in revenue in its fiscal year ending September 30, 2000. After the parties agreed to and properly documented a \$10 million credit, Lucent recognized \$125 million on the software pool transaction in its 2000 fiscal year.

53. This transaction was particularly important to Lucent because the entire amount of revenue was recorded as pre-tax income without any off-setting expense. However, such revenue was recognized in violation of GAAP due to actions of William Plunkett, Deborah Harris, Vanessa Petrini, and David Ackerman.

54. In September 2000 during the negotiations for the software pool agreement, Ackerman told Plunkett that the pool of software to be purchased by Winstar

was worth only about \$25 million to the company. As a result, and before committing to pay more than this amount, Ackerman needed additional value from Lucent. At that time, Ackerman understood Lucent's critical need to recognize revenue in its fiscal year ending September 30, 2000, and used that leverage to gain very favorable additional terms for Winstar. Responding to pressure from Lucent's senior management, including Aversano, to recognize revenue, Plunkett reached an agreement with Ackerman in which Winstar would pay Lucent \$135 million for the software and the parties would separately document additional elements of the software pool transaction that would give Winstar additional value. The additional value came in the form of a \$35 million credit to be applied to Winstar's future purchases, a \$45 million credit expected to comprise substantially all the cost of a network integration laboratory for Winstar, and reduced pricing for Winstar on purchases of equipment for building and hub sites ("the side agreements").

55. Before the parties signed the software pool agreement on September 29, 2000, Ackerman asked that Lucent put the side agreements in writing. Plunkett agreed to Ackerman's request. At that time, both Plunkett and Ackerman knew that the software pool agreement and the side agreements were elements of a single transaction.

56. To ensure that Lucent's accountants would not deduct the value of Lucent's obligations documented in the side agreements from the \$125 million Lucent would recognize on the software pool agreement in September 2000, Plunkett instructed Petrini to draft and post-date three letters documenting the side agreements with fictitious dates in October. The effect of the post-dated letters was to create the appearance that the side agreements were reached after September 30, 2000 and were not connected to the

software pool agreement. Petrini drafted and post-dated the letters as instructed and Plunkett signed the post-dated letters on September 29, 2000. Plunkett and Petrini kept the post-dated letters in their files, did not circulate them outside the sales team (except as to Ackerman), and did not make further copies.

57. Ackerman received the three executed post-dated letters on September 29, 2000 and knew that they did not accurately portray the entire software pool transaction. Nevertheless, Ackerman agreed to Plunkett's post-dating of Lucent's obligations thereby creating the false appearance that they had been agreed to after September 30, 2000. Ackerman also counter-signed the letter dealing with reduced pricing on purchases of equipment for building and hub sites. Ackerman post-dated that letter October 20, 2000 and sent that executed letter back to Plunkett on September 29, 2000. All three letters were eventually resent to Ackerman at Winstar on their fictitiously stated dates in October 2000. Ackerman counter-signed the letter dealing with reduced pricing on purchases of equipment for building and hub sites again on October 20, faxed the letter to Plunkett, and destroyed the original post-dated letter.

58. Deborah Harris understood that Winstar would not utilize the entire \$135 million of software, and therefore Winstar wanted additional value in exchange for its agreement to pay \$135 million for that software. During the negotiations for the software pool agreement, Petrini and Harris also knew that Lucent had agreed to provide the side agreements to Winstar and that the software pool agreement and the side agreements were elements of a single transaction. Petrini told Harris that Plunkett and Petrini had documented the side-agreements in post-dated letters. Petrini, Harris, Plunkett, and Ackerman knew, or were reckless in not knowing, that if the credits and discounts had

been properly recorded by Lucent in the same quarter that the software pool agreement was executed, Lucent would not have recognized \$125 million on the transaction.

59. On October 4, 2000, a member of Lucent's CFO structure with responsibility for Lucent's Winstar sales team emailed Harris and Petrini specifically requesting any information regarding discounts or incentives offered by Lucent to Winstar, other than the \$10 million credit that had been properly documented. Despite knowing of the existence of the side agreements and the true nature of the concessions granted to Winstar, Harris and Petrini nevertheless failed to disclose the other aspects of the software pool agreement to the accountant.

**Effect of Winstar Software Pool Transaction
on Lucent's Reported Financial Results**

60. By not taking the three credits and discounts into account, Lucent improperly recorded \$125 million in revenue and pretax income in its fourth fiscal quarter of 2000 in violation of GAAP. That amount represented 26 percent of Lucent's pre-tax income for its fourth fiscal quarter 2000, and 4 percent of Lucent's pre-tax income for fiscal year 2000. That amount was included in Lucent's October 23, 2000 unaudited financial statements filed with the Commission on October 24, 2000 in a Form 8-K.

61. Plunkett, Harris, Petrini, and Ackerman each acted with knowledge or recklessly engaged in the above described fraudulent conduct. Each knew, or was reckless in not knowing, that as a result of the fraudulent conduct, Lucent filed materially false financial statements with the Commission in the Form 8-K.

AT&T Wireless Services Transaction
Jay Carter and Michelle Hayes-Bullock

62. Starting in approximately the summer of 1999, Lucent and AT&T Wireless Services, Inc. ("AWS") began to negotiate a new business model known as Voice Path Pricing ("VPP"). Under VPP, AWS would no longer pay Lucent for the individual pieces of equipment that make up a telecommunications network as they had done traditionally ("conventional pricing"). Instead, AWS would pay a price for each voice path – in essence pay for each data/voice connection that could be handled on the finished network.

63. The parties initially anticipated VPP would take effect on April 1, 2000, but the new contract was not ultimately signed until August 2000. While the VPP agreement continued to be negotiated, Jay Carter authorized his subordinates to enter into a verbal agreement with their AWS counterparts. Through that verbal agreement, Lucent and AWS agreed that VPP would be retroactively applied to product purchased between April 1, 2000 and the date the agreement was ultimately reached ("interim period"). As part of this side agreement, any pricing differential between VPP and conventional pricing for product purchased during the interim period would be adjusted through credits via a "true-up" process once the VPP agreement was finalized. In effect, the parties agreed to have VPP commence on April 1, 2000.

64. Michelle Hayes-Bullock, who was the CFO for Lucent's AT&T customer business unit, was aware that an oral side agreement had been entered into with AWS because she had been explicitly told about it, both by a subordinate in the finance division and by at least one of the sales executives who made the agreement on behalf of Lucent. As CFO for Lucent's AT&T customer business unit, Hayes-Bullock was responsible for

ensuring that Lucent's financial statements complied with GAAP for transactions originating within that unit.

65. During the interim period, Lucent provided AWS with switching equipment valued at \$53 million under conventional pricing. The switching equipment was provided to AWS without a purchase order, and, as a result, appeared in certain internal Lucent reports as inventory that had been shipped but not invoiced. In order to recognize revenue on the switches, Carter instructed his subordinates to obtain a purchase order from AWS for the switches. AWS provided a purchase order at the end of Lucent's third quarter of fiscal year 2000 with the explicit understanding that – in conformity with the original oral understanding – Lucent would provide a credit for the invoiced amount and that AWS would ultimately pay the VPP price for the equipment.

66. On June 30, 2000, at the end of Lucent's third quarter of fiscal year 2000, this switching equipment was invoiced under conventional pricing and Lucent violated GAAP by recognizing revenue and operating income in the amount of \$53 million. Carter and Hayes-Bullock knew, or were reckless in not knowing, that Lucent's recognition of the revenue and operating income violated GAAP. Carter and Hayes-Bullock also took affirmative steps to mislead Lucent's Chief Accountant about the existence and nature of the side agreement with AWS.

67. Despite her knowledge of the verbal side-agreement, Hayes-Bullock drafted, and/or assisted in drafting, a letter to Lucent's Chief Accountant that falsely suggested that there were no credit agreements with AWS. Carter executed versions of that letter on both September 8 and September 26, 2000.

68. In the September 8, 2000 letter, Carter falsely represented that the June 30, 2000 invoice to AWS for the switches was “payable when due and that any credits earned will be applied against future purchase for wireless products.” The September 26, 2000 letter distorted the truth even further, stating that “[i]f as in the past, Lucent were to offer AT&T credits in return for future volume purchases, they would be earned by AT&T when the volume commitments were achieved,” – falsely suggesting Lucent had not even offered AWS an opportunity to earn credits.

69. Under CON 5, before Lucent can recognize revenue in a given transaction, the revenue must be both realizable and earned. To be realizable, collection of the sales price must be reasonably assured. Moreover, notwithstanding the actual delivery and transfer of title to the switches, FAS 48 requires that the price AWS will ultimately pay be fixed and determinable.

70. The result of the side agreement authorized by Carter was that the price AWS would ultimately pay for the switches was not fixed and determinable, because the ultimate price under VPP had not been determined. Further, Lucent could have no expectation that it would collect \$53 million for the switching equipment because the parties had agreed AWS would receive an offsetting \$53 million credit. Thus, collection of the sales prices was not reasonably assured, and CON 5’s realizable criterion for revenue recognition was not met.

**Effect of AT&T Wireless Services Transaction
on Lucent’s Reported Financial Results**

71. Carter and Hayes-Bullock each acted with knowledge or recklessly engaged in the above described fraudulent conduct. As a result of their fraudulent conduct, Lucent materially overstated pre-tax income by \$53 million, or 13 percent, in its

financial statements filed with the Commission in Form 10-Q for its third quarter of fiscal year 2000. Carter and Hayes-Bullock knew, or were reckless in not knowing, that, as a result of their fraudulent conduct, Lucent filed materially false financial statements with the Commission in Form 10-Q for its third quarter of fiscal year 2000.

BellSouth Software Pooling Transaction

John Bratten and Charles Elliott

72. On September 30, 2000, Lucent and BellSouth Telecommunications, Inc. ("BellSouth") entered into a software pooling agreement, called LOA 105, which obligated BellSouth to pay Lucent \$95 million by April 1, 2001 for software that it had to select by September 30, 2002. To induce BellSouth to enter into LOA 105, John Bratten agreed to provide BellSouth with a \$20 million credit and a 2 percent price discount (valued at \$1 million).

73. Bratten failed to notify Lucent's CFO structure that he had agreed to the credit and discount as part of the software pooling transaction.

74. In addition to not disclosing the credit and discount internally, on October 10, 2000, Bratten executed a letter to BellSouth that falsely represented that the credit and discount had been granted on that date rather than in September. The letter was drafted by Charles Elliott, who had been present during the final negotiations and knew that Bratten had granted the credit and discount in September as an inducement for BellSouth to enter into LOA 105.

75. When questioned by members of Lucent's CFO structure - including the Chief Accountant - about the granting of the credit and price discount, Bratten and Elliott each initially maintained that the credit and discount were not connected to LOA 105 and had been granted in order to facilitate the execution of a new Global Purchase Agreement

with BellSouth. Bratten and Elliott ultimately admitted to Lucent's Chief Accountant that the credit and discount had been granted as part of LOA 105. However, those admissions came after Lucent had already included the full amount of revenue and operating income in a financial statement filed with the Commission.

**Effect of BellSouth Software Pooling Transaction
on Lucent's Reported Financial Results**

76. Bratten and Elliott each acted with knowledge or recklessly engaged in the above described fraudulent conduct. As a result of their fraudulent conduct, Lucent violated GAAP by recording the entire \$95 million as revenue and operating income from this transaction in its fourth quarter of fiscal year 2000. Lucent should only have recorded \$74 million in total revenue and operating income due to the \$20 million credit and 2 percent price discount (valued at \$1 million). Bratten and Elliott's fraudulent conduct resulted in Lucent materially overstating pre-tax income by approximately 4 percent in its financial statements filed with the Commission in a Form 8-K on October 24, 2000. Bratten and Elliot knew, or were reckless in not knowing, that, as a result of their fraudulent conduct, Lucent filed materially false financial statements with the Commission in the Form 8-K.

The Global Crossing Bill and Hold Transaction

77. Lucent improperly recognized \$58 million in revenue in March 2000 on the sale of optical networking equipment to Global Crossing Ltd. ("Global Crossing"). Lucent improperly characterized this transaction as a qualifying "bill and hold" transaction even though it did not in fact fulfill the requirements necessary under GAAP to allow revenue recognition on a bill and hold basis.

78. In March 2000, Global Crossing agreed to purchase \$58 million of optical networking equipment from Lucent by the end of the month – which coincided with the end of Lucent's second quarter of fiscal year 2000. Lucent did not, however, ship the equipment to Global Crossing or invoice Global Crossing for the equipment at that time. Instead, Lucent held the equipment in its warehouse and agreed to extend its payment terms to allow Global Crossing to pay for the equipment as it was installed into its network.

79. GAAP allows revenue to be recognized on bill and hold transactions where the *buyer* requests the transaction on a bill and hold basis, and not where the seller induces the buyer to conduct the transaction as a bill and hold. Here, Lucent, the seller, initiated the transaction. Further, Lucent extended its normal billing terms to allow Global Crossing to pay for the equipment when it deployed the equipment in its network, indicating that Global Crossing did not need the equipment by March 31, 2000.

80. As a result of a lack of sufficient internal controls, Lucent violated GAAP by recognizing \$58 million of revenue in circumstances that failed to fulfill the requirements for revenue to be recognized on a bill and hold transaction. The \$58 million of revenue was improperly included in Lucent's Form 10-Q for the period ending March 31, 2000, and filed with the Commission on May 10, 2000.

LTOS Transaction

81. During Lucent's second quarter of fiscal year 2000, it sold equipment valued at approximately \$90 million to Lucent Technologies of Shanghai, Ltd. ("LTOS") and recognized the full amount of revenue at that time. However, the products had been

sold with unrestricted rights of return granted in a side-letter by Lucent's Vice President, Optical Network Group, China, to facilitate the establishment of that market.

82. Due to a lack of sufficient internal controls, Lucent's CFO structure was unaware that LTOS had been granted a right of return in connection with the sale. As a result, Lucent violated GAAP by recognizing \$90 million of revenue and \$6 million of operating income in its second quarter of fiscal year 2000. These amounts were improperly included in Lucent's Form 10-Q for the period ending March 31, 2000, filed with the Commission on May 10, 2000. Lucent reversed the transaction in its fourth fiscal quarter of 2000, and therefore it was not included in Lucent's October 23, 2000 unaudited financial statements that were filed with the Commission in a Form 8-K on October 24, 2000.

The Allegiance Telecom Transaction

83. In September 2000, Allegiance Telecom, Inc. ("Allegiance") agreed to purchase \$28 million worth of switching hardware and software from Lucent. On September 29, 2000, Allegiance sent Lucent a letter confirming receipt of the hardware, but did not confirm receipt of the software or installation of the hardware. Based on that letter, Lucent recognized \$28 million in revenue on the transaction in its quarter ended September 30, 2000.

84. The appropriate accounting treatment for the transaction was governed by Statement of Position 97-2, Software Revenue Recognition ("SOP 97-2"), since the transaction included the sale of software, as well as hardware and installation services. SOP 97-2 disallows revenue recognition on a multiple element arrangement, such as this

one, where certain elements have not been accepted and vendor specific objective evidence of the fair value of those elements has not been established.

85. When Lucent recognized the revenue in September 2000, it had neither received an acceptance certificate for the software and installation services, nor did it have vendor specific objective evidence of the fair value of the software and installation services. Because Lucent failed to fulfill all of the elements necessary for revenue recognition under SOP 97-2, it should have deferred recognition of any revenue on the transaction until all elements of the transaction were completed.

86. Nevertheless, due to a lack of sufficient internal controls, Lucent violated GAAP by improperly recognizing \$28 million in revenue from this transaction in its fourth quarter of fiscal year 2000. That amount was included in Lucent's financial statements in a Form 8-K filed with the Commission on October 24, 2000.

FIRST CLAIM FOR RELIEF

Violation of Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Rule 10b-5 [17 C.F.R. § 240.10b-5]

87. Paragraphs 1 through 86 are hereby realleged and incorporated herein by reference as if set forth fully.

88. As set forth more fully above, defendants Lucent Technologies Inc., Nina Aversano, Jay Carter, Leslie Dorn, William Plunkett, John Bratten, Deborah Harris, Charles Elliott, Vanessa Petrini, and Michelle Hayes-Bullock, directly or indirectly, by use of the means or instrumentalities of interstate commerce, or of the mails, or of any facility of a national exchange, in connection with the purchase or sale of Lucent securities, have, with knowledge or recklessly, (a) employed devices, schemes, and artifices to defraud; (b) made untrue statements of material fact or omitted to state

material facts necessary to make the statements made, in light of the circumstances under which they were made, not misleading; or (c) engaged in acts, practices, and courses of business which operate or would operate as a fraud or deceit upon any person.

89. By reason of the foregoing, defendants Lucent Technologies Inc., Nina Aversano, Jay Carter, Leslie Dorn, William Plunkett, John Bratten, Deborah Harris, Charles Elliott, Vanessa Petrini, and Michelle Hayes-Bullock have violated Section 10(b) of the Exchange Act and Rule 10b-5.

90. In addition, and, in the alternative, Nina Aversano, Jay Carter, Leslie Dorn, John Bratten, Charles Elliott, and Michelle Hayes-Bullock knowingly provided substantial assistance to Lucent in violation of Section 10(b) of the Exchange Act and Rule 10b-5 and are each liable as aiders and abettors of these violations.

SECOND CLAIM FOR RELIEF

Aiding and Abetting Violation of Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Rule 10b-5 [17 C.F.R. § 240.10b-5] (Ackerman)

91. Paragraphs 1 through 90 are hereby realleged and incorporated herein by reference as if set forth fully.

92. As detailed above, David Ackerman acted with knowledge or recklessly, and thereby knowingly provided substantial assistance to Lucent in violation of Section 10(b) of the Exchange Act and Rule 10b-5.

93. By reason of the foregoing, Ackerman aided and abetted Lucent's violation of Section 10(b) of the Exchange Act and Rule 10b-5.

THIRD CLAIM FOR RELIEF

Violation of Section 13(a) of the Exchange Act [15 U.S.C. § 78m(a)] and Rules 12b-20, 13a-11, and 13a-13

[17 C.F.R. §§ 240.12b-20, 240.13a-11, and 240.13a-13]

94. Paragraphs 1 through 93 are hereby realleged and incorporated herein by reference as if set forth fully.

95. By engaging in the conduct described above, Lucent filed materially false and misleading financial statements with the Commission in Forms 10-Q for the first three quarters of its fiscal year 2000 and in a Form 8-K filed on October 24, 2000 with regard to its fourth quarter results.

96. By reason of the foregoing, Lucent violated Section 13(a) of the Exchange Act and Rules 12b-20, 13a-11, and 13a-13.

97. By engaging in the conduct described above, Nina Aversano and Leslie Dorn caused Lucent to file materially false and misleading financial statements with the Commission in Forms 10-Q for the first two quarters of its fiscal year 2000; Nina Aversano, Leslie Dorn, Jay Carter, and Michelle Hayes-Bullock caused Lucent to file materially false and misleading financial statements with the Commission in a Form 10-Q for the third quarter of its fiscal year 2000; and Nina Aversano, Leslie Dorn, William Plunkett, John Bratten, Deborah Harris, Charles Elliott, Vanessa Petrini, and David Ackerman caused Lucent to file materially false and misleading financial statements with the Commission in a Form 8-K filed on October 24, 2000 with regard to its fourth quarter results.

98. By reason of the foregoing, Nina Aversano, Jay Carter, Leslie Dorn, William Plunkett, John Bratten, Deborah Harris, Charles Elliott, Vanessa Petrini, Michelle Hayes-Bullock, and David Ackerman knowingly provided substantial assistance

to Lucent and each aided and abetted Lucent's violation of Section 13(a) of the Exchange Act and Rules 12b-20 and 13a-11.

99. Additionally, by engaging in the conduct described above, Nina Aversano, Jay Carter, Leslie Dorn, and Michelle Hayes-Bullock knowingly provided substantial assistance to Lucent and each also aided and abetted Lucent's violation of Rule 13a-13 of the Exchange Act.

FOURTH CLAIM FOR RELIEF

Violation of Sections 13(b)(2)(A) and 13(b)(2)(B) of the Exchange Act [15 U.S.C. §§ 78m(b)(2)(A) and 78m(b)(2)(B)]

100. Paragraphs 1 through 99 are hereby realleged and incorporated herein by reference as if set forth fully.

101. By engaging in the conduct described above, Lucent failed to keep books, records, and accounts which accurately and fairly reflected the transactions and disposition of its assets, in violation of Section 13(b)(2)(A) of the Exchange Act, and failed to devise and maintain a system of internal accounting controls sufficient to provide reasonable assurances that Lucent's corporate transactions were executed in accordance with management's authorization and in a manner to permit the preparation of financial statements in conformity with generally accepted accounting principles in violation of Section 13(b)(2)(B) of the Exchange Act.

102. By reason of the foregoing, Lucent violated Sections 13(b)(2)(A) and 13(b)(2)(B) of the Exchange Act.

103. By engaging in the conduct described above, Nina Aversano, Jay Carter, Leslie Dorn, William Plunkett, John Bratten, Deborah Harris, Charles Elliott, Vanessa Petrini, Michelle Hayes-Bullock, and David Ackerman aided and abetted Lucent's

failures to keep books, records, and accounts which accurately and fairly reflected the transactions and disposition of its assets, in violation of Section 13(b)(2)(A) of the Exchange Act, and further aided and abetted Lucent's failures to devise and maintain a system of internal accounting controls sufficient to provide reasonable assurances that Lucent's corporate transactions were executed in accordance with management's authorization and in a manner to permit the preparation of financial statements in conformity with GAAP in violation of Section 13(b)(2)(B) of the Exchange Act.

104. By reason of the foregoing, Nina Aversano, Jay Carter, Leslie Dorn, William Plunkett, John Bratten, Deborah Harris, Charles Elliott, Vanessa Petrini, Michelle Hayes-Bullock, and David Ackerman knowingly provided substantial assistance to Lucent and each aided and abetted Lucent's violation of Sections 13(b)(2)(A) and 13(b)(2)(B) of the Exchange Act.

FIFTH CLAIM FOR RELIEF

Violation of Section 13(b)(5) of the Exchange Act [15 U.S.C. § 78m(b)(5)] and Rule 13b2-1 [17 C.F.R. § 240.13b2-1]

105. Paragraphs 1 through 104 are hereby realleged and incorporated herein by reference as if set forth fully.

106. By engaging in the conduct described above, Nina Aversano, Jay Carter, Leslie Dorn, William Plunkett, John Bratten, Deborah Harris, Charles Elliott, Vanessa Petrini, and Michelle Hayes-Bullock each knowingly circumvented Lucent's system of internal accounting controls and each knowingly falsified, or caused to be falsified, Lucent's books and records. In so doing, they each violated Section 13(b)(5) of the Exchange Act and Rule 13b2-1.

SIXTH CLAIM FOR RELIEF

**Violation of Rule 13b2-2 [17 C.F.R. § 240.13b2-2]
(Aversano)**

107. Paragraphs 1 through 106 are hereby realleged and incorporated herein by reference as if set forth fully.

108. By engaging in the conduct described above, Nina Aversano directly or indirectly made or caused to be made materially false or misleading statements or omitted or caused others to omit to state material facts necessary in order to make statements made, in light of the circumstances under which such statements were made, not misleading to accountants in connection with audits or examinations of Lucent's required financial statements or in connection with the preparation and filing of documents and reports required to be filed with the Commission, in violation of Exchange Act Rule 13b2-2.

109. By reason of the foregoing, Aversano violated Exchange Act Rule 13b2-2.

PRAYER FOR RELIEF

WHEREFORE, the Commission respectfully requests that this Court enter final judgments:

A. Permanently restraining and enjoining Lucent Technologies Inc. from violating Sections 10(b), 13(a), 13(b)(2)(A) and 13(b)(2)(B) of the Exchange Act and Rules 10b-5, 12b-20, 13a-11, and 13a-13;

B. Permanently restraining and enjoining Nina Aversano, Jay Carter, Leslie Dorn, John Bratten, Charles Elliott, and Michelle Hayes-Bullock from violating, or aiding and abetting violations of, Section 10(b) of the Exchange Act and Rule 10b-5, from violating Section 13(b)(5) of the Exchange Act and Rule 13b2-1, and from aiding

and abetting violations of Sections 13(a), 13(b)(2)(A) and 13(b)(2)(B) of the Exchange Act and Rules 12b-20 and 13a-11;

C. Permanently restraining and enjoining William Plunkett, Deborah Harris, and Vanessa Petrini from violating Sections 10(b) and Section 13(b)(5) of the Exchange Act and Rules 10b-5 and Rule 13b2-1, and from aiding and abetting violations of Sections 13(a), 13(b)(2)(A) and 13(b)(2)(B) of the Exchange Act and Rules 12b-20 and 13a-11;

D. Permanently restraining and enjoining Nina Aversano from violating Rule 13b2-2;

E. Permanently restraining and enjoining Nina Aversano, Jay Carter, Leslie Dom, and Michelle Hayes-Bullock from aiding and abetting violations of Rule 13a-13;

F. Permanently restraining and enjoining David Ackerman from aiding and abetting violations of Sections 10(b), 13(a), 13(b)(2)(A) and 13(b)(2)(B) of the Exchange Act and Rules 10b-5, 12b-20, and 13a-11;

G. Pursuant to Section 21(d)(2) of the Exchange Act [15 U.S.C. §78u(d)(2)], barring Nina Aversano, Jay Carter, William Plunkett, and Deborah Harris from acting as an officer or director of any issuer that has a class of securities registered under Section 12 of the Exchange Act [15 U.S.C. §78l] or that is required to file reports under Section 15(d) of the Exchange Act [15 U.S.C. §78o];

H. Ordering Lucent Technologies Inc., Nina Aversano, Jay Carter, Leslie Dom, William Plunkett, John Bratten, Deborah Harris, Charles Elliott, Vanessa Petrini, Michelle Hayes-Bullock, and David Ackerman to disgorge ill-gotten gains, with

prejudgment interest, including, but not limited to, salaries and other benefits wrongfully obtained as a result of their fraudulent conduct;

I. Ordering Lucent Technologies Inc., Nina Aversano, Jay Carter, Leslie Dorn, William Plunkett, John Bratten, Deborah Harris, Charles Elliott, Vanessa Petrini, Michelle Hayes-Bullock, and David Ackerman to pay civil penalties pursuant to Section 21(d)(3) of the Exchange Act [15 U.S.C. §78u(d)(3)]; and

J. Granting such other additional relief as this Court may deem just and proper.

Dated: May 17, 2004

Respectfully submitted,

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